



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028
Phone: 425-398-8900 - E-mail: cityhall@kenmorewa.gov

City Council Regular Meeting

ON-SITE

MONDAY, APRIL 17, 2023 - 7:00 PM

In addition, we try to provide access to the meeting virtually:

ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/88451162187>

Or One tap Mobile: US: +12532158782,,88451162187#

Or Telephone Dial US: +1 253 215 8782

Callers please dial *9 to raise and lower hand

Webinar ID: 884 5116 2187

Technical Difficulties - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

I. CALL REGULAR MEETING TO ORDER - 7:00 PM

II. ROLL CALL

III. FLAG SALUTE

IV. AGENDA APPROVAL

V. PROCLAMATIONS

PROCLAIMED

- A. Earth Day Proclamation, to be accepted by Elizabeth Mooney on behalf of People for an Environmentally Responsible Kenmore (PERK)

[Proclamation - Earth Day 2023](#)

- B. Arbor Day Proclamation, to be accepted by Jeremy Jones on behalf of the Sno-King Watershed Council

[Proclamation - Arbor Day 2023](#)

VI. PRESENTATIONS

- A. Rhododendron Park Boathouse Fundraising Quarterly Update, presented by Parks Project Manager Rob Sayre-McCord, Friends of Kenmore Boathouse President Eric Schroeder, and Board Member Thomas Sanderson

PRESENTED

[Agenda Bill - Quarterly Fundraising Update](#)

[Attachment 1 - Kenmore Public Boathouse Lease and Management Agreement](#)

[Attachment 2 - Kenmore Community Rowing Club \(KCRC\) Partner Letter Update](#)

- B. EvergreenHealth Update, presented by CEO Dr. Jeff Tomlin and Commissioner Rebecca Hirt
PRESENTED
[Presentation - EvergreenHealth Update](#)

VII. WHERE'S THE FUN?

VIII. PUBLIC COMMENTS

- A. We welcome our community members to the Council's meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the Council is to listen. We will hear from our on-site guests first, followed by our virtual guests. If you're online, please use the "raise hand" feature now if you wish to speak. All guests must address comments to the Mayor and City Council. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name and city of residence for the record and keep your comments to the allotted time. We will not split your time with others or reset your time except by express approval of the Presiding Officer. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments.

IX. CONSENT AGENDA **APPROVED**

- A. Approve Total Check #s 51714 through 51818 totaling \$451,549.27 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 03/24/2023 in the amount totaling \$213,624.59 and ACH Payment to KBA Inc. in the amount of \$33,005.89, and ACH Payment to Thomco Construction Inc. in the amount of \$225,613.60, and ACH Payments to US Bank Purchase Cards in the amount of \$20,749.88, and Payroll Check #10210 in the amount of \$2,380.15.
[Voucher Certification and Approval 03/18/23-03/31/23](#)

X. STUDY SESSION AGENDA

- A. Kenmore Municipal Code (KMC) Title 12 Updates continued, presented by Engineering Director John Vicente, *for Discussion and Direction*
DISCUSSED
[Agenda Bill - KMC Title 12 Updates](#)
[Attachment A - KMC Title 12, Red Lined Changes](#)
[Attachment B - KMC Title 12, Clean Copy](#)
[Attachment C - Summary of Title 12 Changes](#)
[Presentation - KMC Title 12 Updates](#)

XI. STAFF REPORTS

XII. COUNCILMEMBER REPORTS & COMMENTS

XIII. ADJOURNMENT

XIV. UPCOMING MEETINGS

- A. Kenmore City Council Special Meeting of April 24, 2023 at 6:30 PM
- Kenmore City Council Special Meeting of May 1, 2023 at 6:00 PM
- Kenmore City Council Regular Meeting of May 8, 2023 at 7:00 PM
- Kenmore City Council Regular Meeting of May 15, 2023 at 7:00 PM

XV. NOTICE OF POTENTIAL QUORUMS

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.

City of Kenmore, Washington Proclamation

WHEREAS, the first Earth Day was celebrated on April 22, 1970, to encourage appreciation of the natural world through conservation and protection; and

WHEREAS, each year's recognition of Earth Day is an opportunity to demonstrate a continued effort of conservation and protection even more than 50 years later; and

WHEREAS, all people of this Earth have a right to live and thrive in a healthy environment; and

WHEREAS, we acknowledge that the global challenges of environmental degradation, climate change, and food and water shortages, are the crises of our generation; and

WHEREAS, expanding environmental education and climate literacy is vital to enhance awareness about the environment, inform decision-making, and protect future generations; and

WHEREAS, Earth Day is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts; and

WHEREAS, this Council has made a commitment to promote environmental stewardship, including water, air, forest, and habitat restoration and preservation and has made Climate Action Plan Implementation and Environmental Stewardship its #1 priority for 2023-24.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, have the distinct honor of proclaiming April 22, 2023, as Earth Day in the City of Kenmore. The City makes this proclamation to encourage all residents, businesses, and visitors of Kenmore to use Earth Day to celebrate the Earth and promote the protection of our planet through continued education and activism.

IN WITNESS WHEREOF, signed this 17th day of April 2023.



Signed: _____ Nigel Herbig, Mayor

Attested: _____ Michelle Kang, Acting City Clerk

City of Kenmore, Washington Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes and business, fuel for our fires, and countless other wood products; and

WHEREAS, the trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, have the distinct honor of proclaiming April 28, 2023, as Arbor Day in the City of Kenmore. The City makes this proclamation to celebrate Arbor Day and to support efforts to protect our trees and woodlands. We urge all residents to plant trees to promote the well-being of the current and future generations.

IN WITNESS WHEREOF, signed this 17th day of April 2023.



Signed: _____ Nigel Herbig, Mayor

Attested: _____ Michelle Kang, Acting City Clerk



City Council Agenda Bill City of Kenmore, WA

Subject/Topic: Rhododendron Park
Boathouse Fundraising Quarterly Update

For Council Meeting Agenda of: 04/17/2023

Department: Community Development

Prepared by: Rob Sayre-McCord, Parks Project
Manager

Initial & Date

Approved by Department Head: DB

Approved by City Attorney: N/A

Approved by Finance Director: N/A

Approved by City Manager: SLL

Proposed Council Action/Motion:

None, informational only

Exhibits/Attachments:

1. Lease agreement
2. KCRC letter to council

INFORMATION/BACKGROUND: At the 9/13/21 Council meeting Council requested quarterly updates from the Kenmore Boathouse Fundraising Committee beginning in 2022. At the 04/17/23 council meeting members of the Friends of Kenmore Boathouse (FoKB) Fundraising Committee will present a quarterly update (Q1) on the status of fundraising activities. Little progress has been made since the quarterly update in October 2022. The committee was continuing to target potential grant opportunities, but this approach has not proved fruitful and has been superseded by other, program-focused fundraising priorities.

Fundraising Committee:

The fundraising committee is comprised of members from the Kenmore Community Rowing Club, Northshore School District Athletic Booster Clubs, and other local rowing representatives. The George Pocock Rowing Foundation formerly headed the committee but withdrew their formal involvement on December 31, 2022. This withdrawal is a departure made from the promises to lead the fundraising charge made by the GPRF's Executive Director to Council in March of 2020. The fundraising committee is a separate entity and is not synonymous with any one of the project partner groups. The committee disbanded during the pandemic but re-formed in January 2022 and has been targeting grant opportunities as the best means towards meeting the fundraising goal.

10/24/22 Quarterly Update (Q4) 2022: The FoKB 501c3 had been formed but the fundraising committee had still not made substantial financial progress. The GPRF had announced their intention to step away from formally leading the campaign. Critical roles had been assigned within the committee and a new grant-focused strategy was being pursued.

7/25/22 Quarterly Update (Q3) 2022: The fundraising committee had still not made substantial financial progress but had made strong headway towards fleshing out the membership of the

committee as well as broadening their recruiting base. At this point a fundraising event was being planned. However, it appears that there still hasn't been any major financial progress towards the capital campaign fundraising goal. The school district has directed their efforts towards equipment, the Kenmore Community Rowing Club (KCRC) have directed theirs towards operational funds, and the GPRF has been trying to continue to lay the groundwork for the campaign itself.

4/25/22 Quarterly Update (Q2) 2022: The fundraising committee identified the limited progress they'd made since January and were encouraged by Council to display more tangible results by the time of the third quarterly update. If needed, the boathouse management agreement also gives the city the right to institute a monthly or quarterly rent if the Fundraising Committee is not on pace to replenish the budget funds after a predetermined amount of time.

Fiscal Consideration:

Fundraising Repayment:

March 2020, the George Pocock Rowing Foundation (GPRF), Northshore School District (NSD) and the Kenmore Community Rowing Club (KCRC, previously the KRC) pledged to the Kenmore City Council that all parties would undertake good faith efforts to fundraise the money (\$340,000) to backfill the gap between the original projected project cost and the estimated construction cost within an 18-month timeline. Since that pledge the global COVID-19 pandemic dramatically altered the philanthropic landscape and ability to fundraise. Final construction costs also increased due to COVID-19 and the funding gap is now \$560,000.

1. The fundraising committee, no longer led by the GPRF, has stalled in their execution of a capital campaign. There is no current timeline for the repayment.
2. Supplementing the capital fundraising campaign, grant opportunities were being researched by the fundraising committee. Last year, the committee applied for a Department of Commerce (DoC) grant, but the application was ultimately disqualified due to the lack of long-term control of the facility.
3. The lease (see Attachment #1) stipulates that if the fundraising committee is not making substantial progress towards repaying the outstanding amount "that rent may need to be charged to tenants in future years." Payment of rent could be credited towards the fundraising campaign. The timing for initiating rent, amount of rent is to be determined. The NSD maintains that terms of the lease and their construction contribution of \$250,000 has met rent requirements. The KCRC's letter to council (See Attachment #2) asked for a cessation of implementation of rent for four years. Therefore, parties' responsibilities to pay rent and ability to pay would need to be determined. Council could also consider lowering the fundraising gap. In March of 2020 the funding gap was \$340,000 but because of project cost overruns that are of no fault of the tenants, the gap is now \$560,000. Lowering the gap would require direction from Council and allocation of additional city funds.
4. The lease commenced on July 1, 2021 for an initial five-year term with options to extend for two additional five-year terms. The lease stipulates that the use of the boathouse is for activities, programs and services related to NSD rowing programs and community rowing activities. Considering other revenue sources such as allowing a concessionaire or facility rental would require amendment to the lease.
5. It is staff opinion that without the GPRF's leadership, the FoKB will not be able to accomplish the fundraising goal and other means of remuneration should now be explored.

Council Goal/Budget Being Addressed:

2023–2024 Council Priorities:

Council Priority #5 – Complete Walkways and Waterways projects
Council Priority #9 – Foster community engagement and participation
Council Priority #10 - Foster and create fun

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), effective as of the latter of the signature dates below (the "**Effective Date**"), is made and entered into by and between the CITY OF KENMORE, a Washington municipal corporation ("**Landlord**") and NORTSHORE SCHOOL DISTRICT NO. 417, a Washington school district ("**Tenant**") (individually a "**Party**" and collectively the "**Parties**").

In consideration of the mutual covenants and agreements set forth herein, Landlord and Tenant agree as follow:

1. Lease Data and Exhibits. The following terms shall have the meanings provided in this Section 1 unless otherwise specifically modified herein:

(a) Facility. "**Facility**" as used in this Lease means the approximately 2,800 sf boat house (the "**Building**") constructed by Landlord on real property located at 6910 NE 170th St., Kenmore, Washington and commonly known as Rhododendron Park (the "**Park**"). "**Facility**" also includes the existing watercraft staging area (the "**Staging Area**") and the under-bridge storage area (the "**Storage Area**"), all as depicted on the site plan attached as Exhibit A hereto (the "**Site Plan**"). The Park is located on the real property owned by Landlord and legally described on Exhibit A-1 hereto (the "**Property**").

(b) Premises. "**Premises**" as used in this Lease means the Building and the Storage Area. The Building shall be constructed substantially in accordance with the plans and specifications attached as Exhibit B hereto.

2. Lease of Premises; Limited Exclusive Use Rights. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to and in accordance with the terms and conditions of this Lease.

(a) The Parties acknowledge that due to Covid-19 restrictions in effect as of the Effective Date, Tenant could not conduct its Fall 2020 rowing program and the date on which Tenant may recommence its rowing program is unknown. Tenant agrees to provide prompt written notice to Landlord (the "**Tenant Notice**") when Tenant has received notice of a date that Tenant may recommence its district rowing program in accordance with Washington Interscholastic Activities Association (WIAA) guidelines, and with all applicable Requirements, as defined in Section 9(d). The period between date of the Tenant Notice and the Commencement Date, as defined in Section 3, below, is referred to herein as the "**Interim Period**."

(b) During the Interim Period, (i) Tenant's only obligation to Landlord shall be payment of the Construction Contribution, as defined in Section 4(a), below, and (ii) Landlord shall retain possession of and right to use the Premises, and may enter into temporary licenses with third parties, including, but not limited to Manager, as defined in Section 4(c), below, for use of the Storage Area (the "**Temporary Licenses**").

(c) Tenant shall take possession of the Premises and assume all of its rights and obligations under the Lease on the Commencement Date. In the event any licensee under one of the Temporary Licenses has not vacated the Storage Area as of the Commencement Date, Tenant will work cooperatively with Landlord and such licensee for the first thirty (30) days of the Term to complete such occupancy transition.

(d) *Notwithstanding any other provision of this Lease*, following the Commencement Date Tenant shall have the exclusive use of the Premises only during those days and hours set forth in Section 9(b), below; the Premises and Facility shall otherwise be open to and available for use by

Landlord, Community Partners (as defined in Section 4(c) below), other community rowing groups and members of the public. Tenant shall have the right, pursuant to the terms and conditions hereof, to use the Staging Area in conjunction with its Permitted Use of the Premises, and shall have the non-exclusive right to use those portions of the Park which are from time to time open to the public, including, but not limited to, the Bridge, the Dock, the boardwalk (as identified on the Site Plan) and any parking stalls or spaces in the Park that are not specifically reserved for another use.

(e) Subject to availability, after the Commencement Date Tenant may also use City Hall meeting rooms no more than once monthly and no longer than three (3) hours in duration for each meeting for board, membership, team, and promotional meetings; provided however, City meetings shall take priority over Tenant meetings, regardless of whether the Tenant meeting was previously scheduled. Tenant must schedule its use of the City Hall meeting rooms through the City Manager or his/her designee.

3. Term. The initial term of this Lease (the “**Initial Term**”) shall commence on the date (the “**Commencement Date**”) that is the later of (i) the thirtieth (30th) day following effective date of the Tenant Notice, or (ii) the tenth (10th) day following Landlord’s substantial completion of the Building, or such earlier or later date as may be mutually agreed upon by the Parties. Subject to Tenant’s right to exercise the Extension Options, as defined in Section 8, below, the Initial Term shall expire on the last day of the sixtieth (60th) calendar month after the Commencement Date (the “**Expiration Date**”), unless sooner terminated as provided herein. This Lease shall be effective on the Effective Date, and the Interim Period shall not be construed as a mere right, agreement or option to lease in the future. Landlord and Tenant agree that the concept of the Initial Term is employed solely to facilitate the determination of the period during which Tenant shall commence and may continue to occupy the Premises and Facility. “**Term**,” as used herein, shall mean the Initial Term and the exercised Extension Options, if applicable.

If Tenant has not delivered the Tenant Notice to Landlord within the later of (a) 365 days following the Completion Date, as defined in Section 6.b, below, or (b) sixty (60) days following the date that Tenant is permitted to resume its rowing program in accordance with WIAA guidelines and applicable Requirements, including any proclamations of the governor of the State of Washington, then Landlord shall have the right, upon thirty (30) days’ prior written notice given to Tenant at any time thereafter, to terminate this Lease; provided, however, that Landlord’s termination notice shall be void if Tenant delivers the Tenant Notice to Landlord within such 30-day notice period. Upon Landlord’s termination hereunder, Landlord shall retain the Construction Contribution, and neither Party shall have any further liability to the other thereafter.

4. Rent. The term “**Rent**” as used in this Lease shall include the following Construction Contribution, Tenant’s performance of the following Programs and Activities, and any other amount payable by Tenant to Landlord under this Lease.

(a) Construction Contribution. Tenant shall deliver to Landlord, upon the Parties’ mutual execution of this Lease, the sum of Two Hundred Fifty and No/100 Dollars (\$250,000.00) (the “**Construction Contribution**”) toward the cost of constructing tenant improvements within the Facility.

(b) Programs and Activities. No later than one hundred twenty (120) days following the Commencement Date, Tenant shall provide, or cause to be provided through the Management Agreement, as defined below, certain programs, activities, and resources to develop and support the local rowing community, including:

- Day-to-day management of the Building, including necessary staffing, when the Building is open to the public;

- Schedule management for community rowing groups and member of the public who wish to use the Building;
- Providing publicly available equipment, to be reasonably determined based on need;
- Shared shell and other equipment management;
- Maintenance services for Tenant and community rowing groups (for a reasonable fee to be set forth in the Management Agreement);
- Establishment and management of youth and adult programming, in conjunction with and to augment existing community programs;
- Orientation and training for coaches and users for use of Facility and equipment;
- Providing janitorial services for the Building and performance of Tenant's maintenance obligations, as set forth in Section 12(b) of this Lease;
- Creation of scholarship opportunities for youth who receive free or reduced price lunch through school programs;
- Management of gasoline storage;
- Annual activity reporting;
- Providing an annual review of jointly used equipment;
- Providing monthly safety audits of the Facility;
- Serving as a resource for best practices regarding safety, Facility and equipment use; and rowing team and rowing club management;
- Providing assistance in procuring rowing coaches;
- Providing marketing and advertising materials and platforms for City of Kenmore activities

(the "**Programs and Activities**").

(c) Management Agreement. Concurrently with the delivery of the Tenant Notice, Tenant shall enter into a Management Agreement substantially in the form attached as **Exhibit C** hereto (the "**Management Agreement**") with George Pocock Rowing Foundation, or with a Community Partner, as defined below, mutually acceptable to the Parties (herein "**Manager**" or "**GPRF**") for the management and operation of the Facility in accordance with the Programs and Activities. Tenant shall provide Landlord with a complete copy of the Management Agreement upon its execution. The Manager shall undertake its obligations with respect to the Programs and Activities no later than the date that is one hundred twenty (120) days following the Commencement Date. Except for any period of time related to the hiring and/or replacement of the Manager, which Tenant shall complete without delay using commercially reasonable efforts, Tenant agrees to keep the Management Agreement in full force and effect throughout the Term, and Tenant shall not modify or amend the same without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Except for four (4) crew scull boats reserved by Tenant for Tenant's exclusive use, all scull boats owned by Tenant will be stored at the Facility and made available for use by the Manager in accordance with the Programs and Activities no later than the Commencement Date. Tenant will share such scull boats and other rowing equipment with Manager, and with the Kenmore Rowing Club and other recognized community rowing groups reasonably approved by Landlord (each a "**Community Partner**" and collectively, the "**Community Partners**"); and

(d) Payment of Assessments to Manager. To enable Manager to perform Tenant's Maintenance Obligations, as more fully set forth in Section 12(b), below, and to provide the Programs and Activities, Tenant shall pay assessments to the Manager annually in an initial minimum amount equal to One Hundred Fifty Dollars (\$150.00) per student in the Northshore School District ("**NSD**") rowing program, per semester, but in no event less than Thirty Thousand and No/100 Dollars (\$30,000.00) nor more than Fifty Thousand and No/100 Dollars (\$50,000.00) ("**Assessments**") per school year, as more

fully set forth in the Management Agreement. Assessments payable for any partial school year at the beginning or end of the Term shall be prorated.

(e) Extension Option Rent. Rent for each Extension Option shall be as follows:

(i) Programs and Activities. Tenant shall continue to provide, or cause to be provided, the Programs and Activities, including, but not limited to sharing rowing equipment with Community Partners, as discussed above in this Lease; and

(ii) Payment of Assessments to Manager. Tenant shall continue to pay Assessments to the Manager annually in an amount not less than Thirty Thousand and No/100 Dollars (\$30,000.00) and not more than Fifty Thousand and No/100 Dollars (\$50,000.00) per school year to enable Manager to perform Tenant's Maintenance Obligations as set forth in Section 12(b) herein and to provide the Programs and Activities.

5. Permitted Use. The Facility shall be used during the Term solely for the purpose of conducting activities, programs, and services reasonably related to the Northshore School District's rowing programs; for community rowing activities conducted by Manager through its Programs and Activities, as a boathouse, for storage of hand-powered watercraft and all equipment and supplies related thereto in the Storage Area and no other location in the Park, and for incidental uses reasonably related to the foregoing (the "**Permitted Use**").

6. Construction of Building.

(a) Construction Period. Landlord has commenced construction of the Building, and subject to events of Force Majeure, as defined in Section 29(e), below, Landlord estimates it will substantially complete construction of the Building on or before December 31, 2020 (the "**Estimated Completion Date**"). Landlord shall provide Tenant with written notice of any anticipated change in the Estimated Completion Date and shall provide prompt written notice to Tenant of the date the Building is substantially complete (the "**Completion Date**"). Landlord shall deliver the Premises to Tenant, and Tenant shall accept delivery of the Premises on the Commencement Date. As used herein, "substantially complete" or "substantial completion" means that construction of the Building has been completed in compliance with the Plans, as certified by Landlord's contractor or architect, except for minor punch-list items, and a temporary certificate of occupancy has been issued by the City of Kenmore for the Building. "Punch-list items" include any necessary touch-up work, repairs and minor completion items as are necessary for final completion of the Building, but which do not materially interfere with Tenant's use of the Building. Within ten (10) days following Landlord's notice to Tenant of the Completion Date, the Parties shall conduct a joint walk-through of the Building and remainder of the Facility to identify any such punch-list items, and Landlord shall cause any such items so identified promptly to be repaired or completed thereafter.

(b) Tenant's Remedy for Late Delivery. If the Completion Date has not occurred by the date that is twelve (12) months after the Estimated Completion Date (such date, the "**Outside Completion Date**"), then as Tenant's sole and exclusive remedy, Tenant shall have the right to terminate this Lease by delivery of a notice of termination to Landlord after the Outside Completion Date and prior to Landlord's substantial completion of the Building. Within thirty (30) days following receipt of Tenant's notice of termination, Landlord shall refund to Tenant the Construction Contribution, and neither Party shall have any further liability to the other thereafter. For purposes of this Section 6(b), the Outside Completion Date shall be adjusted forward (i.e., to a later date) by one (1) day for each day Substantial Completion of is delayed due to events of Force Majeure.

7. Rent; Reporting. Except with respect to the Programs and Activities component of Rent, which shall commence in accordance with Section 4(b), Tenant shall pay, or perform its obligations constituting Rent, from and after the Commencement Date and throughout the Term. On or before February 15th of each calendar year following the Commencement Date, Tenant shall submit to Landlord an annual report, which shall provide relevant information about the Program and Activities conducted on the Premises and the amount of Assessments paid to Manager under the Management Agreement for the prior calendar year, including, but not limited to, data on number of youth participants and members, number of adult participants and members, volunteer hours, number and types of classes and programs, enrollment in each of the classes and programs, and number of discounted memberships and classes for low income youth and families (the “**Reporting Obligation**”). Tenant shall have the right to delegate the preparation of the Reporting Obligation to its Manager.

8. Options to Extend. Provided that Tenant is operating the Premises for the Permitted Use and no Default by Tenant exists as of the date Tenant exercises an Extension Option (hereafter defined) or on the date an Option Period would otherwise commence, Tenant will have the option (an “**Extension Option**”) to extend this Lease for two (2) additional terms of five (5) years each (each an “**Option Period**” or collectively the “**Option Periods**”). The first Option Period will commence on the day following the Expiration Date, and the second Option Period will commence on the day following expiration of the first Option Period. The terms and conditions of this Lease will remain the same during the Options Periods, except that Rent for each Option Period shall be adjusted as set forth in Section 4(e), above. Exercise of an Extension Option shall be by written notice given by Tenant to Landlord not later than one hundred eighty (180) days or more than three sixty-five (365) days prior to expiration of the then current Term; provided, however, that if Tenant does not give such notice, Tenant’s right to exercise such Extension Option shall continue until thirty (30) days after Landlord gives Tenant written notice of Tenant’s failure to exercise such Extension Period.

9. Use.

(a) Permitted Use. Throughout the Term, the Premises shall be used only for the Permitted Use and for no other purpose. Landlord represents and warrants that the Permitted Use is an allowed use within the Park.

(b) Operating Hours and Periods of Exclusive Use Rights. Tenant covenants and agrees that, other than in the event of Excused Periods, as defined in subsection (c), below, it will conduct or cause to be conducted the Permitted Use in the Premises during the Fall and Spring Scholastic Rowing Seasons of the Northshore School District, as published from time to time on the District’s website but generally occurring mid-August through mid-November, and mid-March through mid-May of each year; and Manager’s obligations under the Management Agreement shall be continuously performed throughout the entire Lease Term. Tenant, for its use by the Northshore School District crew students shall have the exclusive right to use the Premises from 3:30 to 5:30 p.m. Monday through Friday, and Saturday morning from 7:00 a.m. to 9:00 a.m. during the Scholastic Rowing Season. Tenant may operate no earlier than 5:00 a.m. and no later than 9:00 p.m. each day and will not operate on Sundays. Tenant shall at all times operate in a quiet manner and be courteous to neighbors. During all hours of operation, Tenant or its Manager shall maintain on duty adequate personnel to comply with all terms and conditions of this Agreement.

(c) Operation Cessation. If Tenant ceases to conduct the Permitted Use of the Facility for more than fourteen (14) consecutive days during the Scholastic Rowing Season, except by reason of an Excused Period, or if the Management Agreement should at any time during the Term cease to be in effect for ten (10) days or more, Landlord shall have the option of terminating this Lease by delivering written notice of termination to Tenant (a “**Termination Notice**”) prior to the date Tenant recommences operations at the Premises or the Management Agreement is reinstated and Tenant has

resumed performance of its obligations thereunder. This Lease shall terminate fifteen (15) days after Landlord gives Tenant a Termination Notice; provided, however, if prior to the expiration of such 15-day period Tenant resumes the Permitted Use or reinstates and continues to perform its obligations under the Management Agreement, as required under this Lease, the Termination Notice shall be null and void and this Lease shall remain in full force and effect. As used herein, the term “**Excused Periods**” shall mean any of the following cessations of business in the Premises for the following reasons: (i) events of Force Majeure, as defined in Section 29(e); (ii) repair or remodeling of the Premises; or (iii) repair or restoration following a Casualty, as set forth in Section 18(d).

(d) Compliance With Laws. Tenant shall use the Facility in compliance with all applicable laws, rules, regulations, and requirements of governmental authorities having jurisdiction (collectively “**Requirements**”) and shall keep and maintain the Premises in a clean and safe condition. Tenant shall procure all licenses and permits necessary for the Permitted Use, including a City of Kenmore business registration, if required. Tenant acknowledges that Tenant is not authorized to act on behalf of Landlord in any capacity, including, without limitation, enforcement of laws and Park rules. If Tenant or any of its participants or staff believe a member of the public is violating a law or Park rule in the Park, Tenant shall notify Landlord or the police.

(e) Use of Park. Tenant’s use of the Park shall be non-exclusive. During Tenant’s Permitted Use of the Facility and provision of classes, programs, and events, the public shall be welcome to use the Park, including but not limited to the boardwalk, dock, and Staging Area, and Tenant members, staff, and coaches shall not treat the public as if they are not welcome to use the Park for picnics, launching from the Dock, and other activities that maximize the full use and enjoyment of the Park. Tenant, Manager and Tenant’s students, members, staff, and coaches shall endeavor to be courteous and friendly to all those who use the Park. Prices and membership fees charged by Tenant or Manager to participants of Park programs for hand-powered watercraft must be comparable and competitive with (or lower than) those generally charged in the Puget Sound area for similar membership programs. Subject to the terms of this Lease, Landlord may at any time temporarily close all or any part of the Park or the Facility to make repairs or changes and may do such other acts in and to the Park as in its judgment may be desirable to improve the convenience thereof. The exercise of the foregoing rights shall be made with as little inconvenience to Tenant’s permitted use of the Premises as practicable. Except in the event of an emergency, Landlord shall give reasonable advance notice to Tenant of any closure of the Park, and in the event of an emergency, Landlord shall give notice to Tenant of such closure as soon as is possible under the circumstances.

(f) Safety. Tenant must operate the Programs and Activities and use the Park and Dock according to USA Rowing standards. No fewer than two Tenant or Manager staff and/or volunteers (for example, one coach and a parent/guardian) must supervise the Activities at any given time when youth are on the water. All adult staff, volunteers, and parents who provide training, supervision, and/or regularly or semi-regularly interact with participants who are youth or vulnerable adults must successfully pass a Washington State Patrol criminal background check that shows no criminal history that would call into question their ability to interact with youth and vulnerable adults. Participants must be taught how to properly enter and exit the water and navigate their watercrafts. All participants shall hold a current Seattle Parks Float Test (or equivalent). Tenant shall comply with all Washington State and U.S. Coast Guard water safety laws. Tenant must have written rules and procedures for water activities, including an emergency action plan specific to the Park location. In addition, Tenant and Manager staff must be First Aid and CPR-certified, and Tenant or Manager must provide First Aid kits on site and accessible to staff and members. The standards and requirements of this section have been promised to Landlord by Tenant, according to standards that are known to and understood by Tenant. Landlord shall not be required to enforce these standards and requirements and shall not be responsible for Tenant’s adherence (or lack of adherence) to them. When youth are in a scull or other watercraft on the water, Tenant or Manager shall have adult, on-water supervision at all times. On-water supervision means that the adult shall be in a

watercraft that can follow youth and allow the adult supervisor to keep youth within view and respond to their needs.

10. Hazardous Materials

(a) Environmental Laws; Tenant's Indemnity. Tenant, its Manager, and their employees, contractors, agents, and licensees shall not use or store Hazardous Substances or Toxic Materials (hereinafter defined) on the Premises, or cause or permit the escape, disposal or release (a "Release") of any Hazardous Substances or Toxic Materials in the Premises or the Park, in an amount subject to regulation under applicable Environmental Laws (as defined below), or in a manner with violates any Environmental Laws. The terms "Hazardous Substances" or "Toxic Materials" as used in this Lease shall include any substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminate and is regulated by Environmental Laws, or any other federal, state, or local statute, law, ordinance, rule regulation, or judicial or administrative order or decision, now or hereafter in effect. The term "Environmental Laws" as used in this Lease shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Washington Model Toxics Control Act, as amended, Chapter 82.21 RCW et seq., and all other applicable laws, rules, orders, regulations and requirements of any federal, state, county or local governmental authority regulating toxins, pollutants or contaminates. Tenant shall indemnify, defend and hold harmless Landlord from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, fines, taxes and expenses (including litigation costs and reasonable attorneys' fees) that occurred after the Effective Date and are based on, arise out of, or in any way relate (directly or indirectly, in whole or in part) to (a) any Hazardous Substances or Toxic Materials generated, used, Released, stored or disposed of in an amount subject to regulation under or in violation of applicable Environmental Laws and/or (b) Tenant's violation of any Environmental Laws. Tenant shall have no obligation to indemnify Landlord for Tenant's mere discovery of a pre-existing Hazardous Substance or Toxic Material on the Premises that was not caused by Tenant or that was Released prior to the Effective Date. Notwithstanding anything to the contrary in this Lease, Tenant shall not be responsible for any Hazardous Substances or Toxic Materials present in the Premises on or before the Commencement Date or for the violation of any Environmental Law relating to Hazardous Substances or Toxic Materials after the Commencement Date to the extent the same results from the introduction of Hazardous Substances or Toxic Materials in violation of applicable Environmental Laws by Landlord or Landlord's agents, employees or contractors. Tenant's obligations under this Section 10(a) shall survive the expiration or sooner termination of this Lease.

(b) Landlord's Warranties; Release and Indemnity. As of the Effective Date, Landlord has received no notice, demand, request for information, summons or order from any person or entity concerning the presence on the Premises, the Bridge or the Dock of any Hazardous Substances or Toxic Material in violation of any Environmental Laws. Landlord shall indemnify, defend and hold harmless Tenant from and against any claims, demands, liabilities, causes of action, suits, judgments, damages, taxes and expenses (including litigation costs and reasonable attorneys' fees) resulting from the introduction of Hazardous Substances or Toxic Materials in the Premises in violation of applicable Environmental Laws by Landlord or Landlord's employees, agents or contractors. Landlord's indemnification obligations set forth in this Section 10(b) shall survive the expiration or earlier termination of this Lease.

(c) Complete Agreement. This Section 10 constitutes the entire agreement of Landlord and Tenant regarding Hazardous Substances or Toxic Materials.

11. Programs and Activities. Prices charged by the Tenant or Manager to public participants for the Programs and Activities in the Park must be comparable and competitive with (or lower than) those generally charged in the Puget Sound area for similar Programs and Activities in city parks. For at least the first twelve (12) months following the Effective Date of this Agreement, the participant costs and

fees for those rowing programs and services offered by Tenant shall be as specified in Exhibit D, Participant Costs. Additionally, Programs offered by the Tenant shall include discounted/free scholarships, on a first-come, first-served basis, to families whose household income is at or below the King County median household income level. The scholarships will be available throughout the Term of this Lease. In its brochures and marketing materials, Tenant shall advertise and make the scholarships known to potential participants.

12. Maintenance and Repair Obligations.

(a) Landlord's Maintenance Obligations. Landlord shall maintain the exterior of the Building, including the foundation, exterior walls and roof, the public bathrooms, and the hardscape of the Staging Area and the parking areas, in good condition and repair, including, but not limited to, repairing, replacing (subject to Section 18, below), and restoring the components of the same when necessary. Landlord shall be responsible for janitorial services in the public bathrooms. In addition, Landlord shall maintain and repair the Park, including the boardwalk, paths, the Bridge, Dock, and parking areas, to City standards, and shall be responsible for all ground maintenance and trash removal.

(b) Tenant's Maintenance Obligations. Tenant shall maintain or cause the Manager to maintain the Facility in good order and condition at all times during the Term, and shall maintain, repair and replace (when necessary) the interior portions of the Building, including, (a) the systems exclusively serving the Building, including, without limitation; electricity for lighting and power usage, sewer, security system, mechanical, cooling, heating and ventilation (including the related equipment located outside the Premises), (b) Tenant's personal property, trade fixtures, furniture, and equipment (collectively, "**Tenant's Personal Property**"), (c) the windows, plate glass, and doors and entryways to the Building, and (d) any Alterations (as defined in Section 16), made by Tenant.

13. Assignment, Subletting, and Management.

(a) Landlord's Consent Required. Tenant shall not (i) assign or otherwise transfer this Lease or the leasehold estate hereby granted; or (ii) sublet all or part of the Premises; or (iii) permit any business to be operated in or from the Premises by any concessionaire or licensee other than those Programs and Activities permitted to be conducted by the Manager pursuant to the Management Agreement (each of the foregoing being hereinafter referred to as a "**Transfer**"), without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion. Further, Tenant shall not enter into a Management Agreement with any party other than GPRF, or a Community Partner mutually agreed to by the Parties, it being understood that it is the intention of the Parties to have a third-party serve as Manager during the Term. Landlord's consent shall not be unreasonably withheld to replacement of a Manager if the Manager: (x) fails to cure a material default under the Management Agreement within any applicable cure period set forth therein; (y) dissolves, becomes insolvent or seeks bankruptcy protection; or (z) declines to extend the Management Agreement after the initial 5-year Term

(b) Governing Provisions. If Tenant desires to effect any such Transfer, it shall send its written request to Landlord (the "**Transfer Request**") at least sixty (60) days prior to the effective date of the proposed Transfer. The Transfer Request shall identify the proposed assignee, subtenant, or management licensee (a "**Transferee**"). As a condition to Landlord's consideration of any proposed Transfer, Tenant shall not be in Default under this Lease, either at the time of delivery of the Transfer Request Tenant shall pay to Landlord all legal fees and any other out-of-pocket expenses incurred by Landlord in evaluating any such proposed Transfer, up to \$2,500 per proposed Transfer. In addition, as a condition to Landlord's consideration of a change in the Manager, Tenant shall deliver to Landlord with its Transfer Request, for its review and approval prior to execution, the proposed form of Management Agreement with the proposed replacement Manager. A Transfer to which Landlord consents is referred

to in this Lease as an “**Approved Transfer**” and the subject assignee, subtenant, or management licensee is an “**Approved Transferee**.”

14. Utilities. Landlord shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Premises. Landlord shall not be liable for any interruption or failure in the supply of any such utilities to the Premises, but Landlord shall use commercially reasonable efforts to cause such utility service to be restored.

15. Surrender of Possession. Upon expiration or earlier termination of the Term of this Lease, or upon re-entry by Landlord (including any holdover period), Tenant shall at its expense: (1) remove Tenant’s Personal Property; (2) deliver the Premises to Landlord with any permitted Alterations (unless such Alterations required by Landlord to be removed by Tenant at the end of the Term) in a “broom-clean” and sanitary condition, reasonable wear and tear excepted; and (3) promptly and peacefully surrender the Premises. Any of Tenant’s Personal Property not removed by Tenant prior to the Expiration Date or sooner termination of this Lease shall, at Landlord’s option, either become Landlord’s property or may be disposed of or stored by Landlord at Tenant’s risk and expense.

16. Alterations.

(a) Consent Required. Except as set forth below, Tenant shall not make any improvements (including Tenant’s Improvements), alterations, changes or additions (collectively, “**Alterations**”) to the Building or any other portion of the Premises without Landlord’s prior written consent, which Landlord may grant or withhold in its sole discretion; *provided*, however, that Landlord shall not unreasonably withhold or delay its consent to interior, non-structural alterations to the Building which (i) do not affect any mechanical, plumbing, electrical or other utility system or equipment serving the building, (ii) are in conformity with all applicable Requirements, and (iii) cost \$100,000.00 or less in the aggregate per Alteration or related series of Alterations.

(b) Plans and Specifications. As a condition to Landlord’s consent, Tenant shall deliver to Landlord for its review complete plans and specifications for the proposed Alterations, together with any other information as Landlord may reasonably require in connection therewith. Upon completion of any approved Alterations, Tenant shall provide Landlord with as-built plans or a description describing said Alterations, as Landlord may direct. Landlord shall be entitled to inspect the Alterations at any time during the performance, and after completion, thereof, in order to determine whether the same are being or have been performed in accordance with its consent and specifications and all applicable Requirements. If required by Landlord, Tenant shall remove any such Alterations from the Premises upon the expiration or sooner termination of this Lease.

(c) Liens and Insolvency. Tenant shall keep the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant and shall indemnify and hold Landlord harmless against the same.

17. Entry and Inspection. Landlord may enter the Premises at any time for the purpose of inspecting the Premises, and upon reasonable prior notice, may enter the Premises to make minor repairs or to perform such maintenance work as may be required under this Lease; provided, however, in the event of an emergency, Landlord may immediately enter the Premises under all circumstances without notice. Except in the event of an emergency, and provided that Tenant is open and operating from the Premises, Landlord shall notify Tenant in writing at least ten (10) days prior to the commencement of any alterations, construction or repairs that would have a material adverse effect on Tenant’s operations in the Premises and shall coordinate the performance and timing thereof with Tenant (with both Landlord and Tenant acting reasonably).

18. Damage or Destruction.

(a) Insured Damage and Repair to the Premises. If during the Term all or any portion of the Premises is damaged or destroyed by fire or other casualty (a “**Casualty**”) Tenant shall give immediate notice to Landlord. If this Lease is not terminated pursuant to subsection (b) below and the Casualty is covered by Landlord’s casualty insurance policy, Landlord shall promptly repair such damage and restore the Premises to substantially its condition existing immediately prior to such Casualty using a contractor selected by Landlord; *provided*, however, that unless Landlord so elects, Landlord shall have no responsibility for the repair or restoration of any Alterations made by Tenant.

(b) Termination by Landlord. If, in Landlord’s reasonable determination, the Premises are damaged or destroyed by any Casualty covered by Landlord’s casualty insurance policy to such an extent as to render the same untenantable in whole or substantial part, or to the extent of twenty-five percent (25%) or more of the replacement value of the Premises during the last twelve (12) months of the Term, or if the Landlord’s insurance proceeds are not sufficient to repair the damage, or the time needed to restore the Premises will exceed nine (9) months from the date of the Casualty, then Landlord may, at Landlord’s option, either (i) repair such damage as soon as reasonably possible, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease upon thirty (30) days’ prior written notice given to Tenant within ninety (90) days after the date of the Casualty, in which event this Lease shall terminate on the thirtieth (30th) day following such notice, as if such date were originally set forth as the termination date herein. If Landlord cancels or terminates this Lease pursuant to this Section 18(b) prior to the Commencement Date, Landlord shall refund the Construction Contribution to Tenant.

(c) Uninsured Damage. If during the Term the Premises are damaged and such damage was caused by a casualty not covered under Landlord’s casualty insurance policy, Landlord may, at its option, either (i) repair such damage as soon as reasonably possible at Landlord’s expense, in which event this Lease shall continue in full force and effect, or (ii) cancel and terminate this Lease upon thirty (30) days’ prior written notice given to Tenant within sixty (60) days after the date of occurrence of such damage, in which event this Lease shall terminate on the thirtieth (30th) day following such notice, as if such date were originally set forth as the termination date herein. If Landlord cancels or terminates this Lease pursuant to this Section 18(c) prior to the Commencement Date, Landlord shall refund the Construction Contribution to Tenant.

(d) All Other Damage and Repair. If any portion of the Facility or the improvements in the Park which is reasonably required for Tenant’s rowing program is damaged or destroyed, then during any period during the Term that by reason of such damage or destruction Tenant is unable to conduct its normal operations on a reasonable basis, Tenant shall not be obligated to operate or conduct Programs and Activities as required under this Lease until the damaged area has been restored.

(e) Tenant’s Restoration. In no event shall Landlord be responsible for repair or restoration of Tenant’s Personal Property or Alterations. Unless this Lease is terminated, Tenant shall, upon Landlord’s substantial completion of any repair or restoration hereunder, promptly repair and restore its Personal Property in the Facility, and, if desired by Tenant, any Alterations approved by Landlord.

19. Indemnification; Liability.

(a) Tenant Indemnity. Throughout the Term, Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the Tenant’s use of Premises, Tenant’s the conduct of Tenant’s business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Landlord. It is further

specifically and expressly understood that the indemnification provided herein constitutes the Tenant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Lease.

(b) Public Restrooms. Except to the extent caused by Tenant's or Manager's negligence or willful misconduct, or either of their agents, employees, contractors, or business invitees, Tenant shall have no responsibility or liability for any loss, damage, or expense in connection with the use of public bathrooms on the Premises.

(c) Survival. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

20. Insurance.

(a) Tenant's Liability Insurance. Throughout the Term, Tenant at its own expense, shall keep and maintain in full force and effect, a policy of commercial general liability insurance on an occurrence form insuring Tenant's and Manager's activities upon, in or about the Premises, the Facility, and the Park against claims of bodily injury, death or property damage or loss with limits no less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate (per policy year) and shall include premises operations, products/completed operations, and a contractual liability endorsement covering Tenant's obligations under Section 19. In addition, Tenant shall, and its sole cost and expense, keep and maintain an umbrella liability insurance policy with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. All such liability insurance shall name Landlord as an additional insured, using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage and shall be primary and noncontributory with any insurance carried by Landlord.

(b) Tenant's Property Insurance and Alterations. Throughout the Term, Tenant at its own expense, shall keep and maintain in full force and effect what is commonly referred to as "all risk" or "special form" coverage insurance or its equivalent (but excluding earthquake) on Tenant's Alterations and Tenant's Personal Property, in an amount not less than 90% replacement value thereof. In the event the property damage insurance known as of the date of this Lease as "special form" ceases to exist in the future, Tenant shall maintain that form of property damage insurance that provides coverage against the same causes of loss as "special form" property damage insurance does as of the date of this Lease, to the extent that such coverage is available.

(c) Tenant's Insurance Policy Requirements. All insurance required under this Section shall be with companies licensed to issue policies in the State of Washington and rated A- VIII or better in the current edition of Best's Insurance Guide. Tenant shall provide Landlord with written notice of any policy cancellation within two (2) business days of Tenant's receipt of such notice. Tenant shall deliver to Landlord prior to the Commencement Date, and no less frequently than annually thereafter, certificates evidencing the existence and amounts of insurance required in this Section. Landlord reserves the right to require reasonable additional coverage and increase limits as industry standards change. The insurance required to be carried pursuant to this Lease may be carried under policies of blanket insurance that may cover other liabilities and locations so long as the coverage required hereunder is not affected thereby; provided, however, in all other respects each of such policies shall comply with the provisions of this Section 20.

(d) Contractor's Insurance. Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, (a) a policy of commercial general liability insurance naming Landlord as an additional insured and affording protection to the limit, for each occurrence, of not less than One Million Dollars (\$1,000,000); and (b) worker's

compensation or similar insurance in form and amounts required by law, or such other insurance or in such other amounts as is reasonably required by Landlord from time to time for contractors doing work in the Facility.

(e) Landlord's Property Insurance. Landlord shall require its contractor to carry builder's risk insurance during construction of the Building. Upon substantial completion of the Building, Landlord agrees to add the Building to the Landlord's property insurance schedule and insure the same for its replacement cost, subject to and in accordance with the provisions applicable to Landlord's membership in the Washington Cities Insurance Authority (WCIA) risk pool.

(f) Waiver of Subrogation. Notwithstanding any other term or provision hereof, Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Building or Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

21. Advertising. Throughout the Term, Landlord shall promote and advertise rowing classes, programs and events at least once yearly in Landlord's Newsletter, provided that the Landlord shall determine the timing and space allocated to such advertising in its sole discretion. Landlord shall also include a link on Landlord's website to Tenant and Manager's websites. From time to time Landlord may announce Tenant and Manager's programs, classes, and events through Landlord's various communications outlets.

(a) Tenant's Signage; Windows. Throughout the Term, Tenant shall have the right to place on the interior of any window in the Building, or any part of the interior of the Building visible from the exterior thereof, signs, notices or decorations, with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to changes in City's sign code, Tenant may place one sign on the water (northern) side of the Park near the Dock. The sign shall be no more than five square feet in size and must meet City's sign code requirements. The look, content and location of the sign shall be approved in writing and in advance by the City Manager. The sign's location shall not interfere with public use and enjoyment of the Park. Also subject to changes in City's sign code, Tenant may also place one A-frame sign on the Park (not in the right-of-way) near and visible from NE 170th Street. Current City code (subject to change) allows an A-frame sign no larger than six square feet. The look, content and location of the A-frame sign shall be approved in writing and in advance by the City Manager. Tenant shall not place any other type of signage or advertisement of its use and activities on the Park without written permission from Landlord and, if such permission is granted, not until appropriate permits, licenses and approvals are obtained.

(b) Landlord's Signage. To maximize the use of the Dock for the launching of hand powered watercraft, City may post "No Fishing from Dock" signs. Tenant and its Manager, staff and coaches shall not monopolize the Dock or boat ramp and shall keep the Dock and boat ramp reasonably clear for other boats. Depending on usage and conflicts that may arise, City may adopt additional rules regarding use and public enjoyment of the dock and boat ramp.

22. Default.

(a) Tenant's Default. The occurrence of any one or more of the following events shall constitute a Default by Tenant:

(i) The failure by Tenant to make any payment or perform any monetary obligation constituting Rent or to pay any other monetary amount required to be paid by Tenant hereunder, within five (5) business days following written notice from Landlord that the same is past due.

(ii) The failure by Tenant to observe or perform any of its covenants and obligations within such notice and cure periods as may be set forth elsewhere in this Lease, including, without limitation, Section 9(d) hereof; or

(iii) The failure by Tenant to observe and perform any other covenant or obligation required hereunder within thirty (30) days of written notice of such failure; provided, however, that as to any default, which by its nature, cannot reasonably be cured within such 30-day period, Tenant shall not be deemed in default hereunder if it commences cure within such 30-day period and thereafter diligently prosecutes the cure to completion.

(b) Landlord's Remedies. In the event of any Default by Tenant, Landlord may elect to (i) cancel and terminate this Lease; (ii) to sue for all damages suffered by Landlord as a result of such Default; (iii) terminate Tenant's right to possession only without terminating the Lease; and/or (iii) pursue any other remedy available at law or equity. Upon any election by Landlord to terminate this Lease, then Tenant shall immediately (if it has not already done so), quit and surrender the Premises to Landlord as required herein.

(c) Landlord's Right to Perform. Notwithstanding anything herein contained to the contrary, if Tenant is in default in the performance of any of the terms or provisions of this Lease and if Landlord gives Tenant notice in writing of such default specifying the nature thereof, and if Tenant fails to cure such default within the time provided herein or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall be deemed to be Rent and shall be paid by Tenant within thirty (30) days invoice of the same.

(d) Landlord's Default. The following shall constitute a Default by Landlord: if Landlord fails to observe or perform any covenant or provision of this Lease to be performed or observed by Landlord, within thirty (30) days after written notice from Tenant specifically setting forth the nature of such failure; provided that respect to any such default that cannot reasonably be cured within thirty (30) days, the default shall not be deemed to be uncured if Landlord commences to cure within such 30-day period and diligently prosecutes the cure to completion.

(e) Tenant's Remedies. In the event of a Default by Landlord, Tenant shall have all remedies available at law or equity.

(f) Remedies Cumulative. Except as expressly set forth in this Lease, all rights and remedies of Landlord and Tenant herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law or equity.

23. Holdover. If the Premises are not surrendered to Landlord upon the Expiration Date or sooner termination of this Lease in the condition required hereunder, such holding over shall not be deemed to extend the term or renew this Lease, and Tenant shall be deemed a tenant-at-sufferance. In such event, Tenant shall pay Landlord additional Rent in the amount of \$35.00 per day until Tenant shall have vacated and surrendered the Premises to Landlord in the condition required hereunder, and shall indemnify, defend, and hold Landlord harmless from any claims, losses, and liabilities resulting from Tenant's holding over in the Premises in violation of this Lease.

24. Costs and Attorney's Fees. If Tenant or Landlord shall bring any action arising out of this Lease, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, at trial and on appeal, and such attorneys' fees shall be deemed to have accrued on commencement of such action.

25. Non-Waiver. Waiver by Landlord or Tenant of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

26. Quiet Possession. Landlord warrants that so long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant's quiet possession of the Premises shall not be disturbed by Landlord or others claiming through Landlord.

27. Landlord's Warranties and Covenants. Landlord represents, warrants and covenants as of the Effective Date and Commencement Date:

(a) Landlord's Title and Power to Lease. Landlord holds fee title to the Facility and has full right, power and authority to lease the Premises to Tenant. Landlord is not a party to any agreement or litigation that would constitute a default under this Lease.

(b) Authority. The person signing this Lease on behalf of Landlord is duly authorized to sign this Lease.

28. Tenant's Warranties and Covenants. Tenant and the person(s) executing and delivering this Lease on Tenant's behalf each represent and warrant that (a) they are duly authorized to so act; (b) that Tenant is duly organized and qualified to do business in the State of Washington, is in good standing under the laws of the State of Washington, and has the power and authority to enter into this Lease; and (c) that all action required to authorize Tenant to enter into this Lease and for such person(s) to execute into this Lease has been duly taken.

29. General.

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. Subject to the prohibitions against assignment, subletting, and other transfers, as set forth in Section 13, above, the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord and Tenant and their respective heirs, administrators, successors, and assigns.

(c) Entire Agreement; Exhibits. This Lease and the Exhibits attached hereto contain all covenants and agreements between Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Lease. The following Exhibits are an integral part of this Lease and are incorporated herein by this reference:

| | | |
|-------------|---|--|
| Exhibit A | - | Site Plan for the Facility |
| Exhibit A-1 | - | Legal Description of the Park |
| Exhibit B | - | Plans and Specifications |
| Exhibit C | - | Form of Management Agreement |
| Exhibit D | - | Participant Cost for the First 12 Months |

No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

(d) Severability. Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) Force Majeure. Time periods for performance under any provisions of this Lease shall be extended for periods of time during which such performance is prevented due to circumstances beyond the performing party's control, including without limitation, terrorist attacks, strikes, embargoes, shortages of labor or materials, pandemics, governmental regulations and delays, acts of God, war or other strife ("**Force Majeure**"); provided, however, that, (i) there shall be no such extensions of time for any provision of this Lease requiring the payment of money including, but not limited to, Rent, and (ii) there shall be no extension until Landlord or Tenant, as applicable, has received notice of the events upon which the other party is asserting have constituted a Force Majeure (provided that the party claiming the Force Majeure shall not be required to deliver notice thereof at the time the same commences) and notice when such Force Majeure events have ceased (which notice may be delivered upon the cessation of such Force Majeure events).

(f) Waiver of Jury Trial. THE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF THE PARTIES AS LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

(g) Governing Law; Venue; Jurisdiction. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. Landlord and Tenant hereby irrevocably agree that any legal action or proceeding arising out of or relating to this Lease shall only be brought in the Superior Court of King County, Washington. By execution and delivery of this Lease, Landlord and Tenant hereby irrevocably accept and submit generally and unconditionally to the jurisdiction of such court, and hereby waive any defenses based on jurisdiction, venue or forum non-conveniens.

(h) Notices. All notices, requests, demands, approvals, consents, or other communications required or permitted hereunder or required by law shall be in writing and given by personal delivery, or by mailing the same, certified U.S. mail, return receipt requested, postage prepaid, or by a reliable overnight courier service providing for delivery against receipt (such as Federal Express), postage or delivery charges prepaid, at the addresses set forth below, and the same shall be deemed given upon receipt or upon first attempted delivery thereof, in the case of notices personally delivered or sent by overnight courier service, or upon the third business day following mailing by U.S. mail, as aforesaid. The addresses set forth below may be changed or supplemented by notice given by such party to the other in accordance with this Section 29(h).

| | |
|--------------|---|
| To Landlord: | City of Kenmore Attn: City Manager 18120 68 th Avenue NE Kenmore, WA 98028 Email: rKarinsey@kenmorewa.gov Phone: (425) 398-8900 |
|--------------|---|

With a copy to: Inslee Best Doezie & Ryder
Attn: Dawn F. Reitan
10900 NE 4th Street, Suite 1500
Bellevue, WA 98004
Email: dreitan@insleebest.com
Phone: (425) 455-1234

To Tenant: Northshore School District
Support Services Center
22105 23rd Dr. S.E.
Bothell, WA 98021-4409
Attn: Dr. Joseph Paperman, Chief Operating Officer
Email: jpaperman@nsd.org
Phone: 425-408-7806

With a copy to: Perkins Coie LLP
1201 Third Ave., Suite 4900
Seattle, WA 98101-3099
Attn: Serena Carlsen
Email: SCarlsen@perkinscoie.com
Phone: 206-359-3324

(i) Time of the Essence. Time is of the essence as to the dates and timeframes set forth in this Lease.

(j) No Partnership. Nothing herein contained shall be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being agreed that no provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of landlord and tenant, or cause Landlord to be responsible in any way for any acts, debts or obligations of Tenant.

(k) No Offer. The submission of an unsigned copy of this document to Tenant shall not constitute an offer or option to lease the Premises. This Lease shall become effective and binding only upon execution and delivery by both Landlord and Tenant.

(l) Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, Landlord hereby assures that no business or person shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under Landlord's programs, activities, or services. In addition, the selected organization, with regard to the work performed during the contract, shall affirmatively support non-discrimination practices, including in the selection and retention of subcontractors and in the procurement of material and equipment.

(m) Business Day Defined. Any reference to "business day" means any day that is not a Saturday or Sunday on which commercial banks are generally open for business in the state in which the Premises is located.

(n) Recordation. Tenant shall not record this Lease or any short form memorandum hereof without Landlord's prior written consent.

(o) Counterparts. This Lease may be executed in counterparts, and each of such executed counterparts, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease.

LANDLORD:

City of Kenmore,
a Washington municipal corporation

By: RJK
Name: City Manager Rob Karlinsg
Title: City Manager

TENANT:

Northshore School District,
a Washington School District

By: MCR
Name: Michelle C. Royal
Title: Superintendent

LANDLORD

STATE OF Wash.)
COUNTY OF King) ss.

On this 4th day of Feb., 2021, before me, a Notary Public in and for the State of Washington, personally appeared Rob Karlinson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City manager of the City of Kenmore, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
Signature of Notary Public
Nancy Meehan
(Print Name)

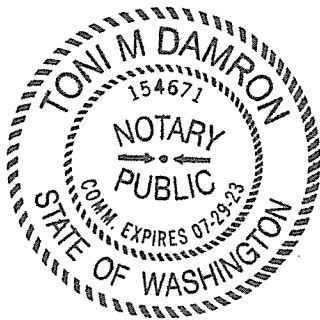
NOTARY PUBLIC in and for the State
of Washington, residing at Woodhouse
My appointment expires 3/3/22

TENANT

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 28th day of January, 2021, before me, a Notary Public in and for the State of Washington, personally appeared Dr. Michelle Reid, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the Superintendent of Northshore School District to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Toni M. Damron
 Signature of Notary Public
Toni M. Damron
 (Print Name)
 NOTARY PUBLIC in and for the State
 of Washington, residing at Bothell WA
 My appointment expires 07/29/2023

EXHIBIT A

SITE PLAN

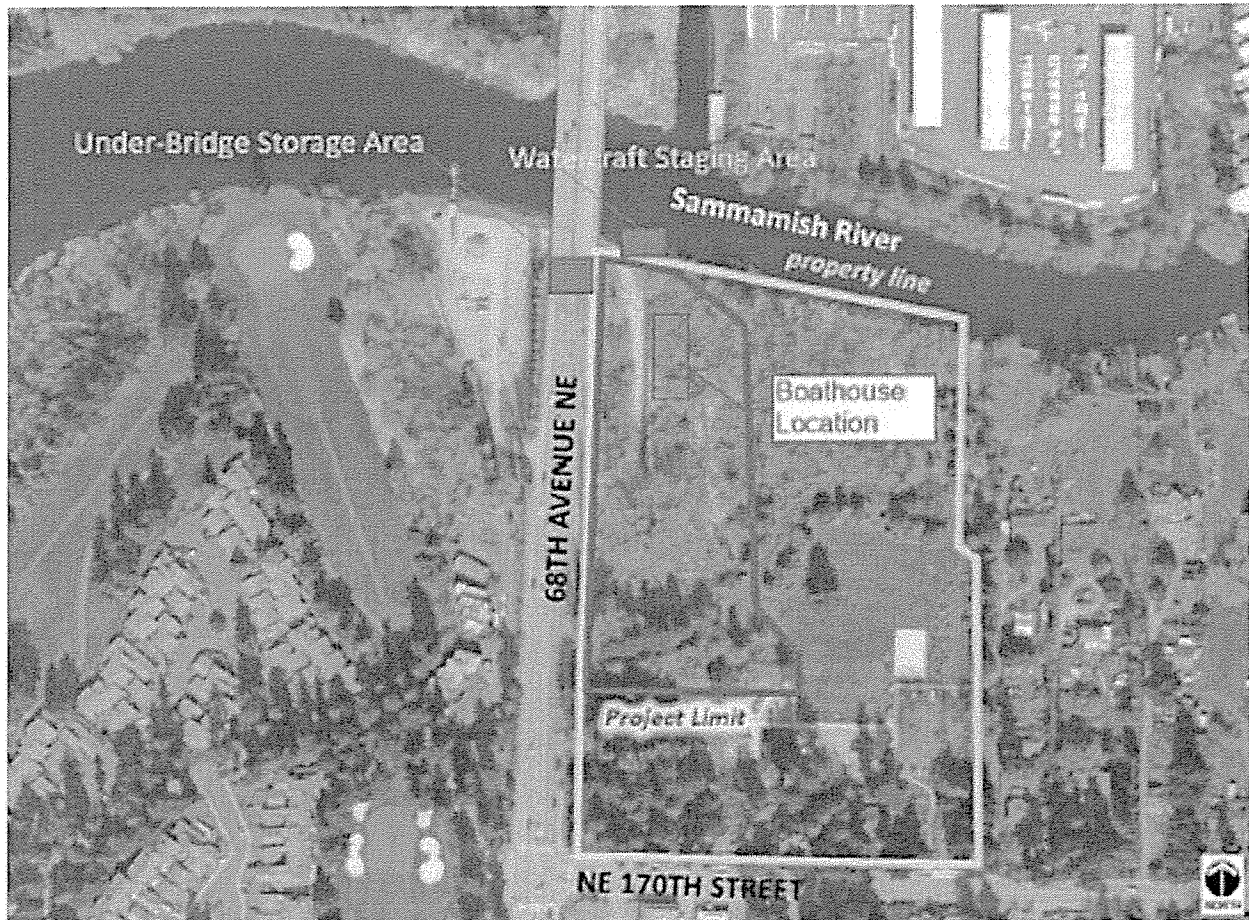


EXHIBIT A-1

LEGAL DESCRIPTION OF PARK

THAT PORTION OF GOVERNMENT LOT 4 IN SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1,350 FEET NORTH AND 30 FEET EAST OF THE S.W. CORNER OF SAID SECTION 12;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 628.12 FEET;
THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT;
THENCE WESTERLY ALONG SAID NORTHERLY LINE TO A POINT 30 FEET EAST OF THE WEST LINE OF SAID SECTION;
THENCE SOUTH TO THE POINT OF BEGINNING;

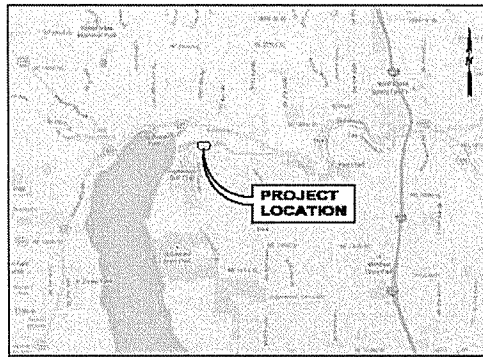
TOGETHER WITH SECOND CLASS SHORE LANDS ADJOINING AND LYING BETWEEN THE EAST AND WEST LINES OF THE ABOVE DESCRIBED TRACT OF LAND PRODUCED NORTH (BEING KNOWN AS TRACTS 42 & 43, THE MOORLANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF);

TOGETHER WITH WATER RIGHTS AS DESCRIBED IN CERTIFICATE OF WATER RIGHT ISSUED BY THE STATE OF WASHINGTON ON NOVEMBER 10, 1930.

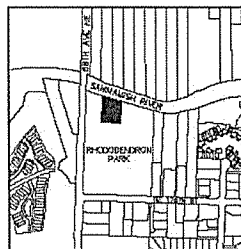
EXHIBIT B
PLANS AND SPECIFICATIONS

CITY OF KENMORE

KENMORE BOATHOUSE



VICINITY MAP
N.T.S.



LOCATION
N.T.S.



OWNER:

CITY OF KENMORE
18120 45TH AVE NE
KENMORE, WA 98024
CONTACT: ROB SAYRE-NECORD
(425) 991-6182

ARCHITECT:

J3 ARCHITECTS, LLC
17102 88TH AVE NE, SUITE 100
HUNTSVILLE, WA 98038
(425) 343-0388

CIVIL ENGINEER:

OSBORN CONSULTING, INC.
1800 112TH AVE NE, SUITE 220-E
BELLEVUE, WA 98004
(425) 451-4001

STRUCTURAL ENGINEERS:

SMITH ENGINEERS
402 - 112TH AVE NE, SUITE 120
BELLEVUE, WA 98004
(425) 453-8488

DOYLE ENGINEERS, INC.
1009 MARKET ST
KINGSTON, WA 98033
(425) 823-8700

ENVIRONMENTAL

CONSULTANT:

NORTHWEST ENVIRONMENTAL CONSULTING, LLC
3826 PALATKA AVE N
SEATTLE, WA 98103
(206) 434-8192

SURVEYOR:

AMS SURVEY & MAPPING
15241 NE 80TH ST
REDMOND, WA 98052
(425) 823-8700

SUPPLEMENTAL SURVEY BY
GUSSE HARTMAN &
ASSOCIATES, INC. (CHA)
ON JANUARY 2017
(425) 463-5255

ACCEPTED BY:

CITY OF KENMORE

DATE



Know what's below.
Call before you dig.

SHEET INDEX

SHEET # SHEET TITLE SHEET DESCRIPTION

BASE PLAN

| | | |
|----|------|--------------------------------------|
| 1 | 0000 | COVER SHEET |
| 2 | 0001 | GENERAL NOTES |
| 3 | 0001 | TS&O PLAN |
| 4 | 0002 | TS&O PLAN |
| 5 | 0003 | TS&O DETAILS |
| 6 | 0100 | SITE PREPARATION PLAN |
| 7 | 0101 | SITE PREPARATION PLAN |
| 8 | 0110 | SITE IMPROVEMENT PLAN |
| 9 | 0111 | SITE IMPROVEMENT PLAN |
| 10 | 0120 | UTILITY PLAN |
| 11 | 0121 | UTILITY PLAN |
| 12 | 0130 | RESTORATION PLAN |
| 13 | 0131 | RESTORATION PLAN |
| 14 | 0301 | PLANTING DETAILS |
| 15 | A001 | BUILDING GENERAL NOTES AND SCHEDULES |
| 16 | A101 | FIRST FLOOR PLAN |
| 17 | A102 | SECOND FLOOR PLAN |
| 18 | A103 | FIRST FLOOR REFLECTED CEILING PLAN |
| 19 | A104 | SECOND FLOOR REFLECTED CEILING PLAN |
| 20 | A105 | ROOF PLAN |
| 21 | A201 | EXTERIOR ELEVATIONS |
| 22 | A302 | BUILDING SECTIONS |
| 23 | A303 | RIVERBANK ELEVATIONS |
| 24 | A301 | BUILDING DETAILS |
| 25 | A302 | BUILDING DETAILS |
| 26 | 3001 | STRUCTURAL GENERAL NOTES - 1 |
| 27 | 3002 | STRUCTURAL GENERAL NOTES - 2 |
| 28 | 3101 | FOUNDATION PLAN AND ELEVATION |
| 29 | 3301 | VEGETATION AND DETAILS |

ADDITIVE ALTERNATE #1 (NOT AWARDED)

| | | |
|----|--------|----------|
| 30 | 1-A001 | NOT USED |
| 31 | 1-A101 | NOT USED |
| 32 | 1-A103 | NOT USED |
| 33 | 1-A105 | NOT USED |
| 34 | 1-A201 | NOT USED |
| 35 | 1-A302 | NOT USED |
| 36 | 1-A303 | NOT USED |

ADDITIVE ALTERNATE #2 (NOT AWARDED)

| | | |
|----|--------|----------|
| 37 | 2-S001 | NOT USED |
| 38 | 2-S002 | NOT USED |
| 39 | 2-S101 | NOT USED |
| 40 | 2-S301 | NOT USED |

ISSUED FOR CONSTRUCTION

DESIGNED BY: OSBORN CONSULTING, INC.
1800 112th Ave. NE, Suite 220E Ph (425) 451-4002
Bellevue, WA 98004 Fax (206) 391-8217

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
| | | | |
| | | | |
| | | | |

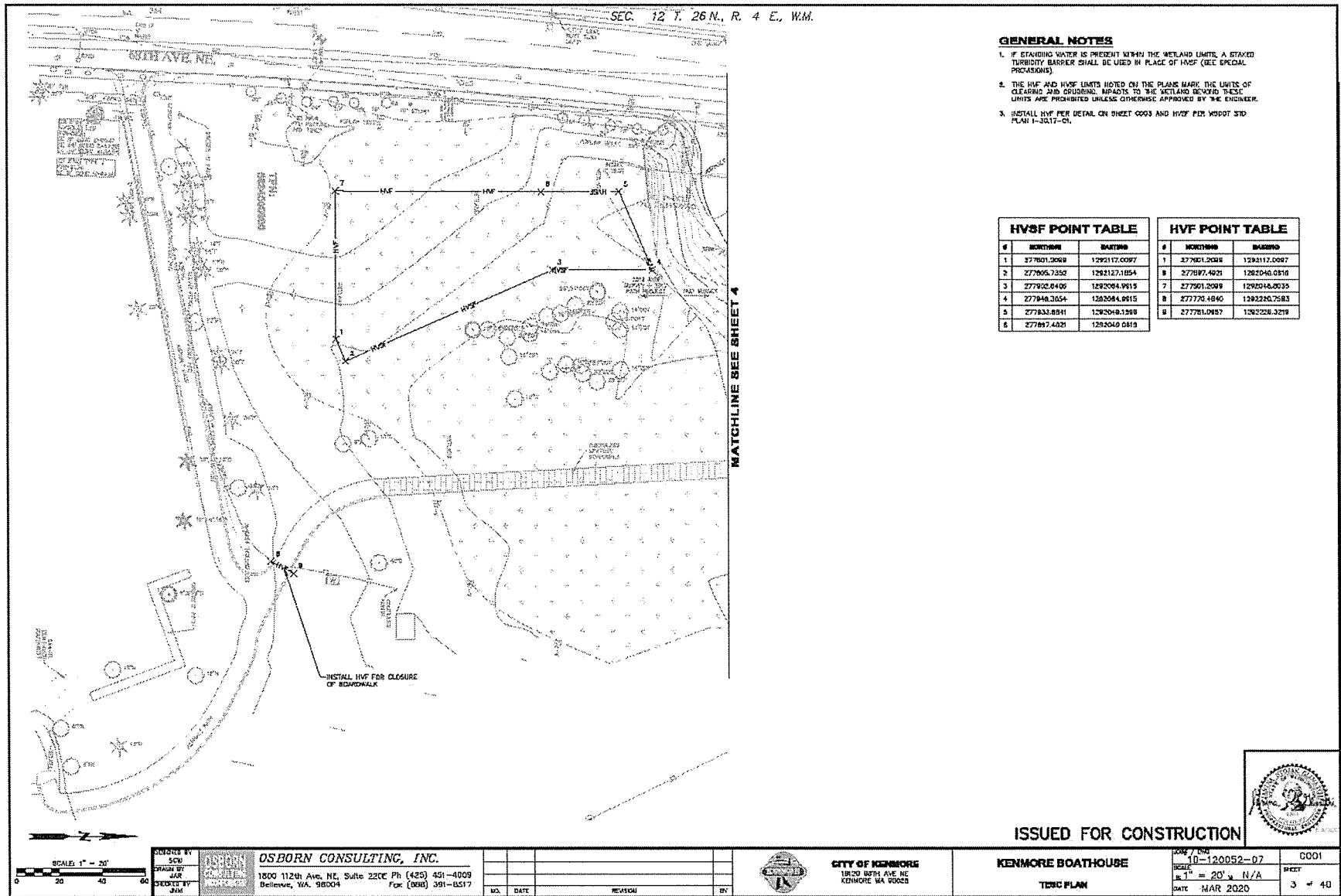


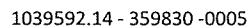
CITY OF KENMORE
18120 45TH AVE NE
KENMORE, WA 98024

KENMORE BOATHOUSE
COVER SHEET

DATE: 10-17-2020
SCALE: N/A
DATE: MAR 2020
SHEET: 1 of 40





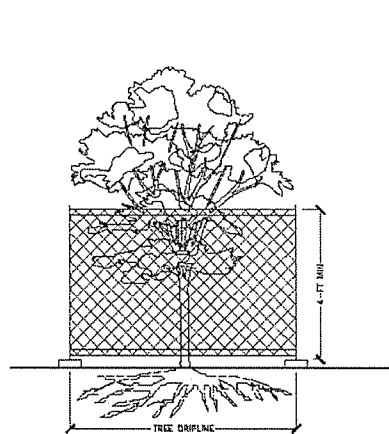


EROSION AND SEDIMENTATION CONTROL NOTES

1. APPROVAL OF THE EROSION AND SEDIMENTATION CONTROL (ESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G. SIZE AND LOCATION OF ROADS, PIPES, RESTRICTIONS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.).
2. THE IMPLEMENTATION OF THESE ESC PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE APPLICANT/ESC SUPERVISOR UNTIL ALL CONSTRUCTION IS APPROVED.
3. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE SITE PREPARATION PLAN SHALL BE CLEARLY PLACED BY SURVEY TIME OR FENCING, IF REQUIRED, PRIOR TO CONSTRUCTION (REFER APPENDIX D). DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE CLEARING LIMITS SHALL BE MAINTAINED BY THE APPLICANT/ESC SUPERVISOR FOR THE DURATION OF CONSTRUCTION.
4. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES, SUCH AS CONSTRUCTED SLOPE, WHEN SYSTEMS OF MAIN PADS, MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN AND TRACK OUT TO ROAD RIGHT OF WAY DOES NOT OCCUR FOR THE DURATION OF THE PROJECT.
5. THE ESC FACILITIES SHOWN ON THE PLAN MUST BE CONSTRUCTED PRIOR TO OR IN CONJUNCTION WITH ALL CLEARING AND GRADING SO AS TO ENSURE THAT THE TRANSPORT OF SEDIMENT TO SURFACE WATERS, DRAINAGE SYSTEMS, AND ADJACENT PROPERTIES IS MINIMIZED.
6. THE ESC FACILITIES SHOWN ON THE PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND MODIFIED TO ACCOUNT FOR CHANGING SITE CONDITIONS (E.G. ADDITIONAL COVER MEASURES, ADDITIONAL SUMP PUMPS, ALLOCATION OF DITCHES AND SALT PILES, PERIMETER PROTECTION ETC.).
7. THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE APPLICANT/ESC SUPERVISOR AND MAINTAINED TO ENSURE CONTINUED PROPER FUNCTIONING. WRITTEN RECORDS SHALL BE KEPT OF WEEKLY REVIEWS OF THE ESC FACILITIES.
8. ANY AREAS OF EXPOSED SOILS, INCLUDING ROADWAY EMBANKMENTS, THAT WILL NOT BE DISTURBED FOR TWO DAYS DURING THE WET SEASON (OCT. 1 TO APR. 30) OR SEVEN DAYS DURING THE DRY SEASON (MAY 1 TO SEP. 30) SHALL BE IMMEDIATELY STABILIZED WITH THE APPROVED ESC COVER METHODS (E.G. SEEDING, MULCHING, PLASTIC COVERING, ETC.).
9. ANY AREA REQUIRING ESC MEASURES, NOT REQUIRING IMMEDIATE ATTENTION, SHALL BE ADDRESSED WITHIN SEVEN (7) DAYS.
10. THE ESC FACILITIES ON INACTIVE SITES SHALL BE MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN 24 HOURS FOLLOWING A STORM EVENT.
11. AT NO TIME SHALL MORE THAN ONE (1) FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAIVING. THE CLEANING OPERATOR SHALL NOT FLUSH SEDIMENT-LOADED WATER INTO THE CONVEYANCE SYSTEM.
12. COVER MEASURES WILL BE APPLIED IN CONFORMANCE WITH APPENDIX D OF THE MANUAL.
13. PRIOR TO THE BEGINNING OF THE WET SEASON (OCT. 1), ALL DISTURBED AREAS SHALL BE REVIEWED TO DETERMINE WHICH ONES CAN BE SEEDED IN PREPARATION FOR THE WINTER PAUSE. DISTURBED AREAS SHALL BE SEEDED WITHIN ONE WEEK OF THE BEGINNING OF THE WET SEASON. A SKETCH MAP OF THOSE AREAS TO BE SEEDED AND THOSE AREAS TO REMAIN UNCOVERED SHALL BE SUBMITTED TO THE CITY INSPECTOR FOR REVIEW.
14. WHEN DOWNSIZING IS NECESSARY, ALL WATERS SHALL BE FILTERED BY USING FILTER BAGS OR AN ALTERNATIVE MEASURE APPROVED BY THE CITY OF KENMORE. WATER MUST HAVE SEDIMENT REMOVED BEFORE BEING ALLOWED TO DISCHARGE TO THE CROOKED MEADOW, STREAM, OR OTHER THE DISCHARGE SHALL BE DESIGNED SO THAT RETURNING WATERS DO NOT CAUSE EROSION, WEATHERING AND PLUMING FOR ALL CONSTRUCTION OPERATIONS WILL NOT BE MEASURED SEPARATELY FOR PAYMENT, BUT SHALL BE INCLUDED IN THE COST OF THE RELATED ITEM OF WORK REQUIRING THE DOWNSIZING OPERATIONS. DOWNSIZING WILL INCLUDE MEANS, METHODS, AND ALL MATERIALS AND EQUIPMENT TO DOWNSIZE AND FILTER WATER BEFORE DISCHARGE.

EROSION AND SEDIMENT CONTROL RECOMMENDED CONSTRUCTION SEQUENCE

1. PRE-CONSTRUCTION MEETING FOR EROSION AND SEDIMENT CONTROL SEQUENCE (RECOMMENDED).
2. POST SIGN WITH NAME AND PHONE NUMBER OF ESC SUPERVISOR (MAY BE CONSOLIDATED WITH THE REQUIRED NOTICE OF CONSTRUCTION SIGN).
3. FLAG OR FENCE CLEARING LIMITS.
4. INSTALL CATCH BASIN PROTECTION IF REQUIRED.
5. GRADE AND INSTALL CONSTRUCTION ENTRANCE(S).
6. INSTALL PERIMETER PROTECTION (40% VISIBILITY FENCE, HIGH VISIBILITY SILT FENCE, ETC.).
7. GRADE AND INSTALL CONSTRUCTION ROADS.
8. MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH CITY OF KENMORE STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
9. RELOCATE EROSION CONTROL MEASURES OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE, THE EROSION AND SEDIMENT CONTROL IS ALWAYS IN ACCORDANCE WITH THE CITY'S EROSION AND SEDIMENT CONTROL STANDARDS.
10. COVER ALL AREAS THAT WILL BE UNWORKED FOR MORE THAN SEVEN DAYS DURING THE DRY SEASON OR TWO DAYS DURING THE WET SEASON WITH WOOD-FRAME STRAW, WOOD FIBER WADON, COMPOST, PLASTIC SHEETING OR EQUIVALENT.
11. STABILIZE ALL AREAS THAT REACH FINAL GRADE WITHIN SEVEN DAYS.
12. SEED OR SOED ANY AREAS TO REMAIN UNWORKED FOR MORE THAN 30 DAYS.
13. UPON COMPLETION OF THE PROJECT, ALL DISTURBED AREAS MUST BE STABILIZED AND SIGNS REMOVED.

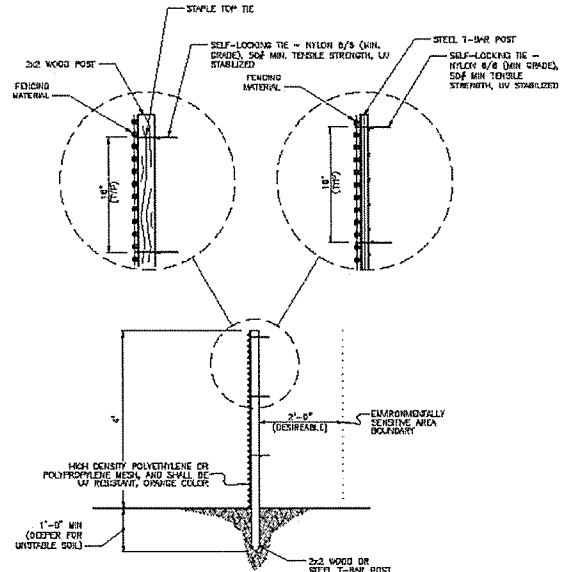


NOTES:

1. A MINIMUM 4-FT. HIGH TEMPORARY TREE PROTECTION BARRIER MADE OF CHAIN LINK FENCE, POLYETHYLENE TANGULAR SAFETY FENCING, OR SIMILAR MATERIAL SHALL BE PLACED AT LOCATIONS SHOWN ON THE ESC PLAN. INSTALL FENCE POSTS USING PIPER BLOCKS ONLY EXCEPT WHERE SOLE CONDITIONS WILL NOT ALLOW FOR STABLE INSTALLATION. AVOID DRIVING ANY POSTS OR STAKES INTO MAJOR ROOTS.
2. INSTALL TREE PROTECTION AREA SIGNS ON FENCED TREE PROTECTION AREAS.
3. FOR ROOTS OVER 1-1/2 IN. DIA. THAT ARE DAMAGED DURING CONSTRUCTION, MAKE A CLEAN, STRAIGHT CUT TO REMOVE THE DAMAGED PORTION. ALL EXPOSED ROOTS SHALL BE TEMPORARILY COVERED WITH DAMP BURLAP TO PREVENT DRYING, AND SHALL BE COVERED WITH SOIL AS SOON AS POSSIBLE.
4. WORK WITHIN/BEHIND PROTECTION FENCE SHALL BE DONE MANUALLY. NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MACHINERY SHALL BE ALLOWED WITHIN THE LIMIT OF THE FENCING.

TREE PROTECTION FENCE DETAIL

N.T.S.



HIGH VISIBILITY FENCE (HVF) DETAIL

N.T.S.

CONSTRUCTION ACCESS NOTES

1. THE CONTRACTOR MAY ACCESS THE PROJECT THROUGH THE ASPHALT ENTRANCE ON 80TH AVE. NE. ADJACENT TO THE BOATHOUSE SITE. THE CONTRACTOR MAY ACCESS THE RESTORATION PLANTING AREA FROM THE ASPHALT PATH ON 80TH AVE. NE LOCATED SOUTH OF THE DRIVEWAY.
2. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING ASPHALT DRIVEWAY, ROADWAY, AND ASPHALT PATH. IN THE EVENT THAT THE EXISTING PAVEMENT OR CURB IS DAMAGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DAMAGES TO EXISTING PROPERTY.
3. THE CONTRACTOR MAY STACK CONSTRUCTION MATERIALS ON-SITE IN THE AREA DESIGNATED ON SHEET 0002.
4. THE RHODODENDRON PARK FLOATING DOCK SHALL REMAIN ACCESSIBLE TO THE PUBLIC FROM THE KENMORE BOAT LAUNCH WEST OF 80TH AVE. NE DURING CONSTRUCTION. THE CONTRACTOR MAY CLOSE THE ENTRANCE TO THE FUTURE BOATHOUSE AREA AT 80TH AVE. NE.

ISSUED FOR CONSTRUCTION



DESIGNED BY
SITE
DRAWN BY
JAN
CHECKED BY
JAN
OSBORN CONSULTING, INC.
1800 112th Ave. NE, Suite 230C Ph (425) 451-4009
Bellevue, WA 98004 Fax (206) 391-5517

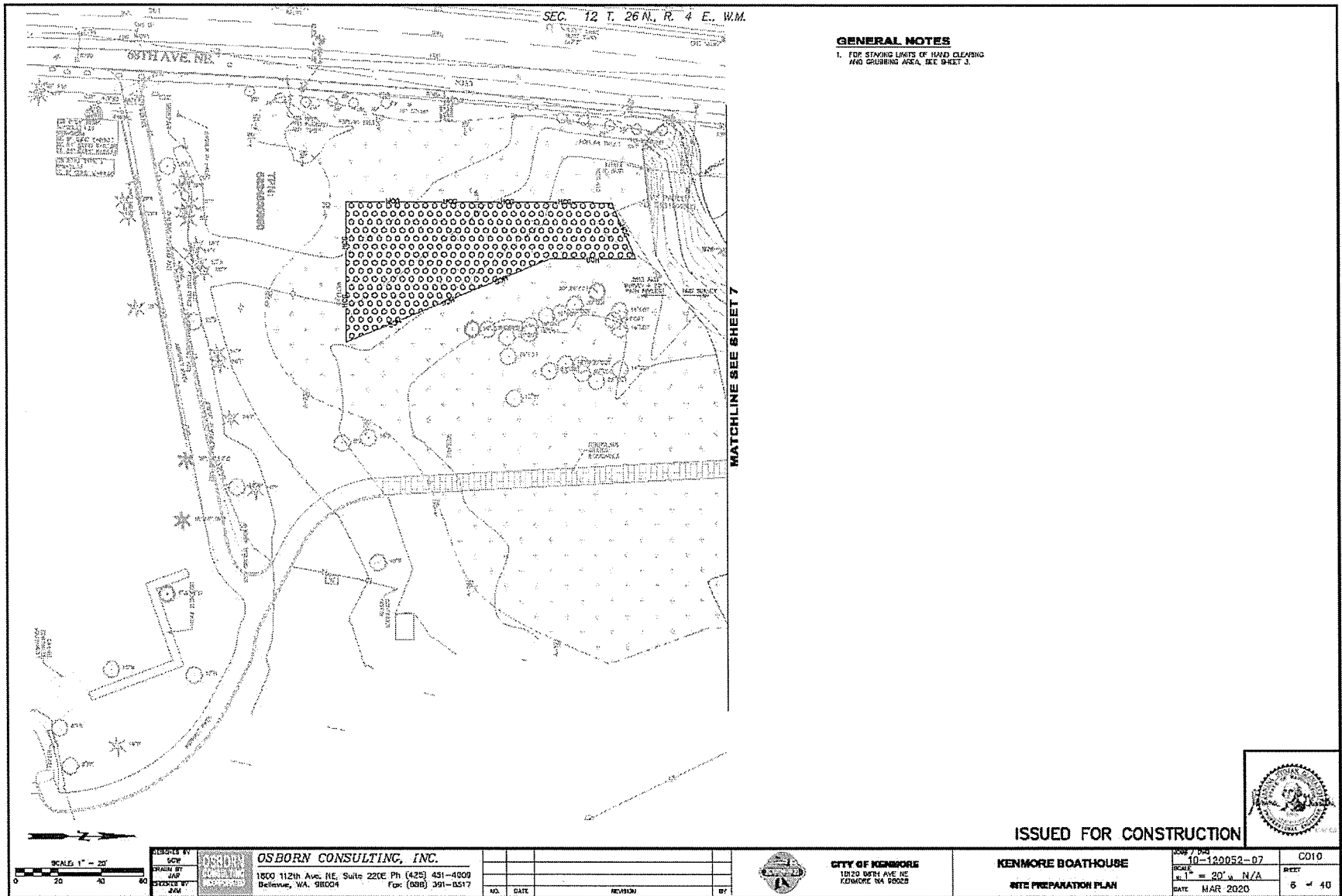
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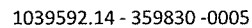


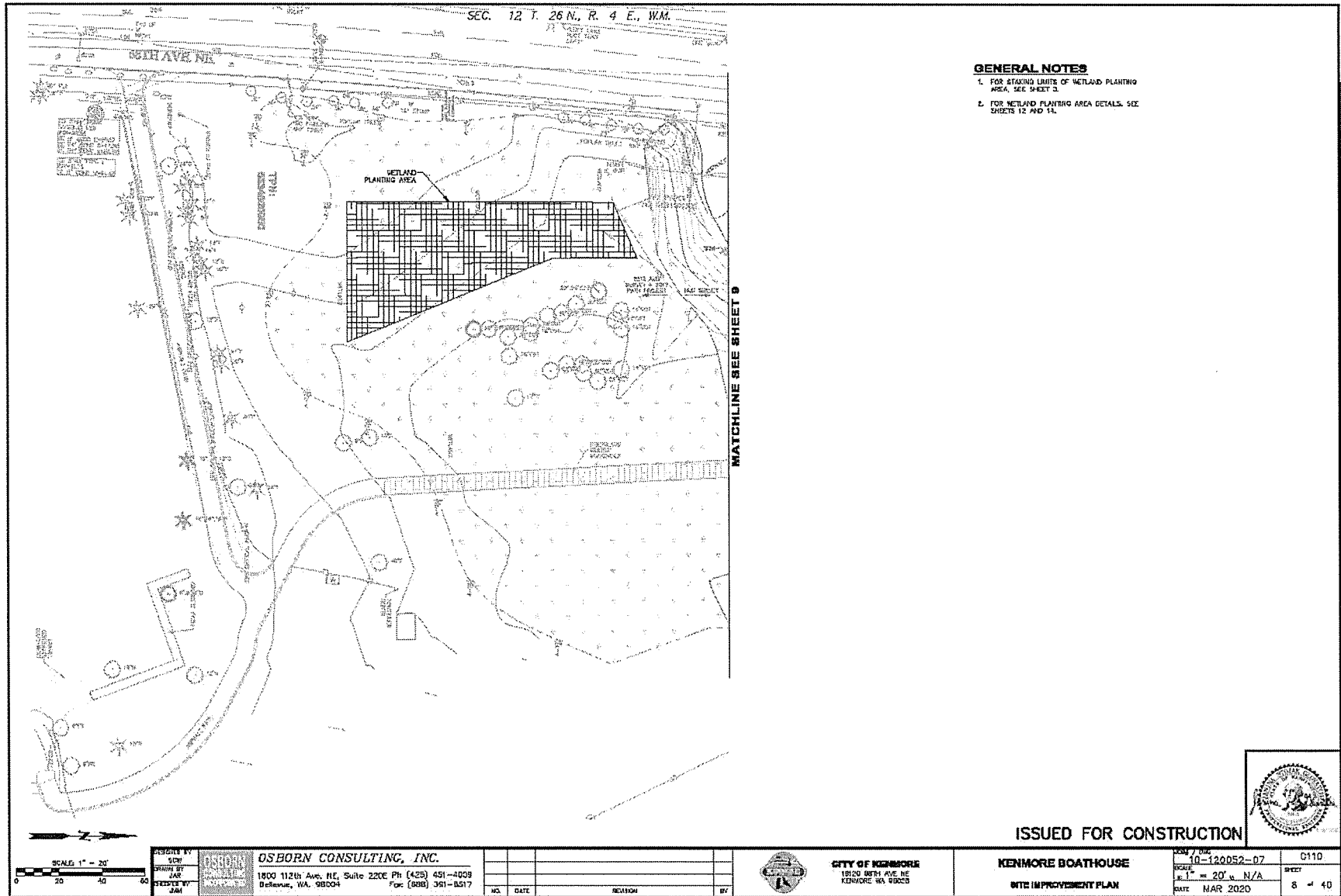
CITY OF KENMORE
1800 80TH AVE NE
KENMORE WA 98043

KENMORE BOATHOUSE
TEMB DETAILS

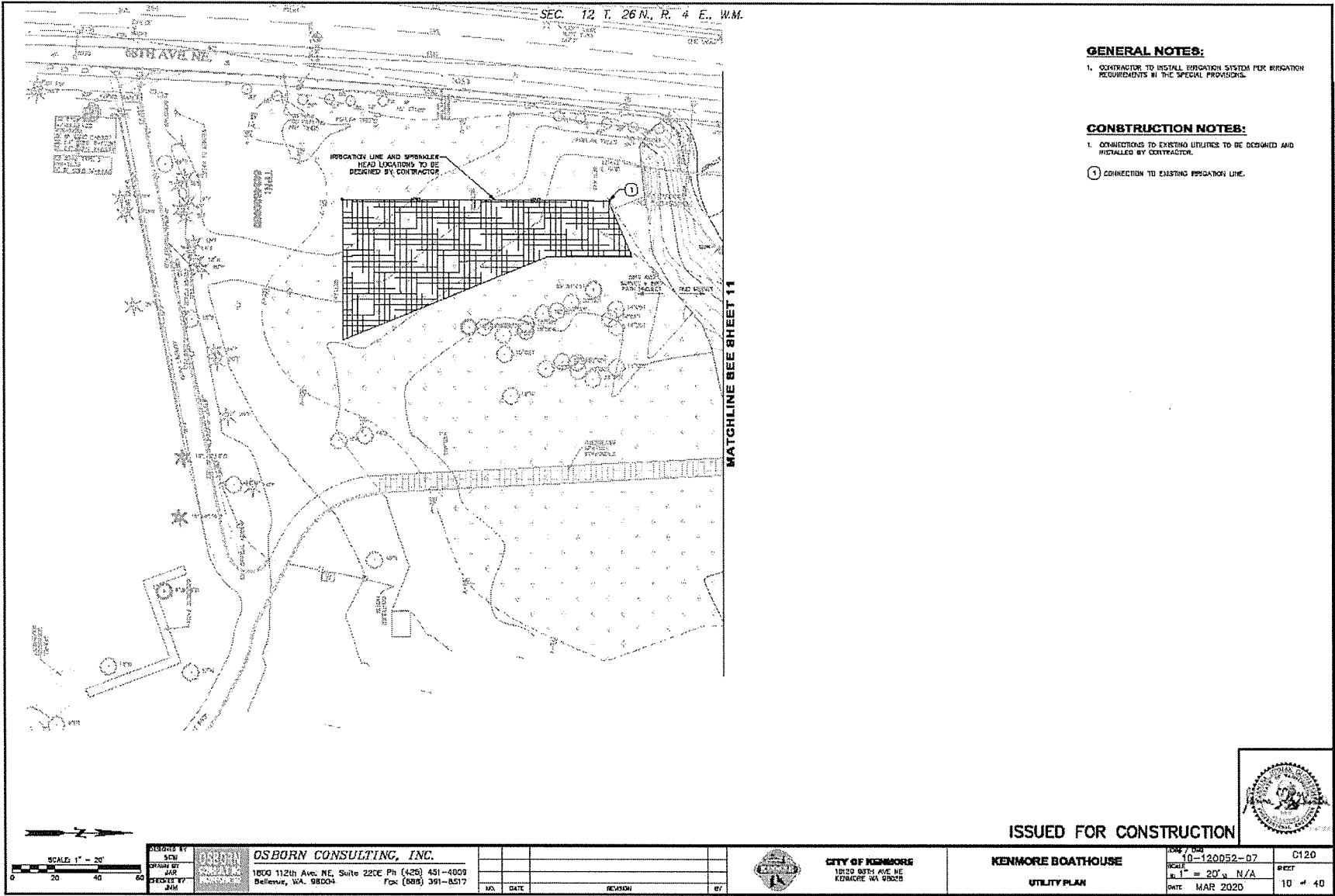
DATE / DAY
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N/A N/A
DATE MAR 2020
C003
SHEET
5 of 40

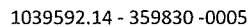


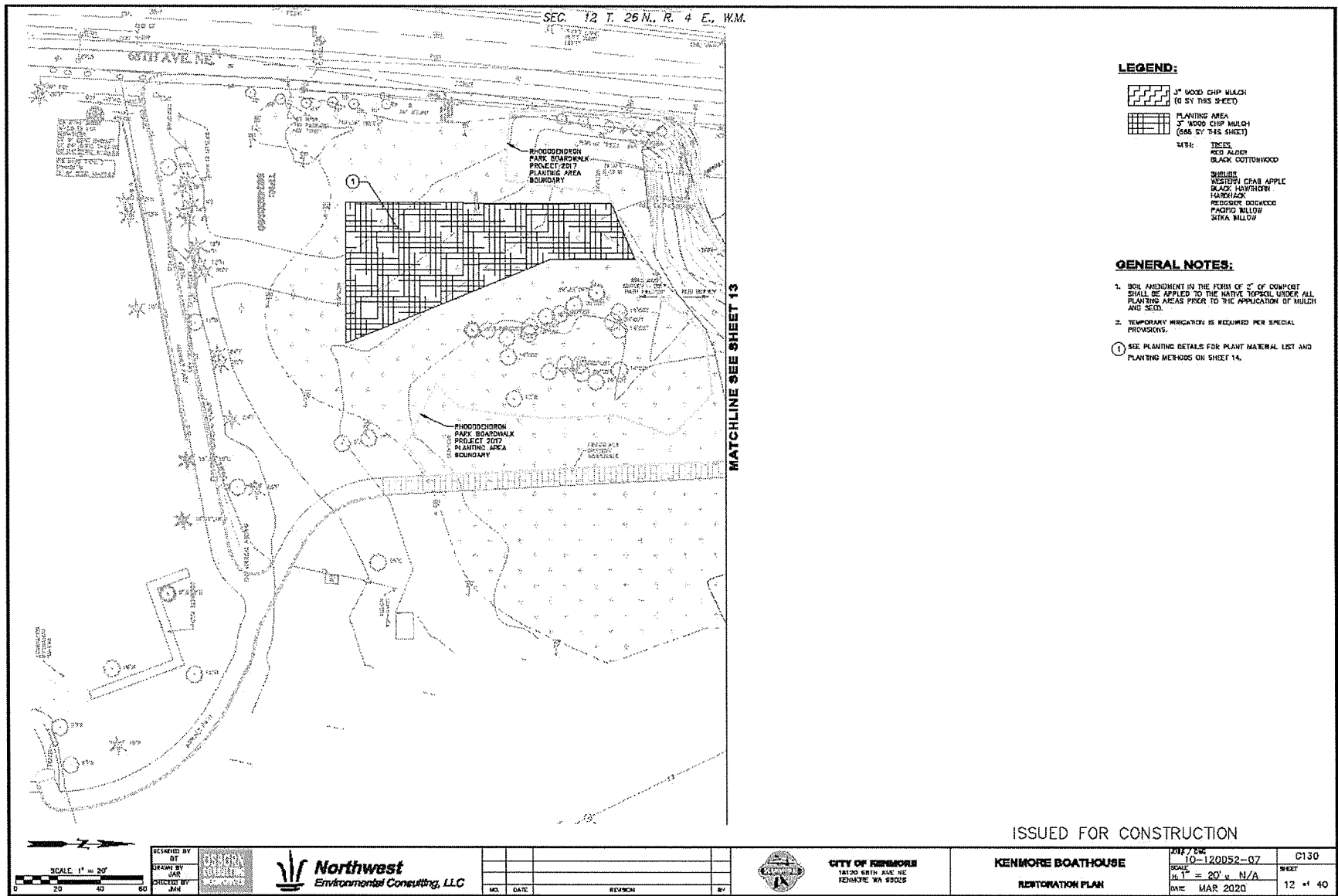


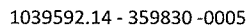


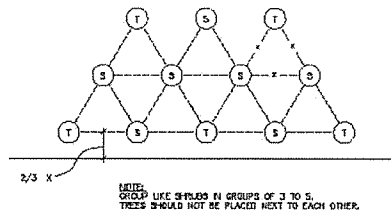












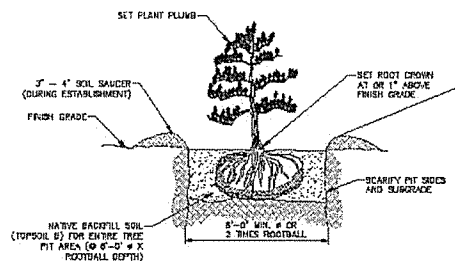
TYPICAL PLANT SPACING

X = REFER TO PLANTING MATERIAL LIST

S = SHRUB

T = TREE

| PLANTING MATERIAL LIST | | | | | |
|------------------------|-----------------------|------------|-------------|--------------|------------|
| COMMON NAME | SCIENTIFIC NAME | TYPE | MIN. HEIGHT | SPACING | TOTAL QTY |
| TREES | | | | | |
| RED ALDER | ALNUS RUBRA | CONTAINER | 18" | 5' | 25 |
| BLACK COTTONWOOD | POPULUS BALLOUSPENSIS | CONTAINER | 18" | 5' | 5 |
| | | | | TOTAL | 30 |
| SHRUBS | | | | | |
| WESTERN CRAB APPLE | MALUS FLORIDA | CONTAINER | 12" | 0' | 5 |
| BLACK HAWTHORN | CRATAEGUS DOUGLASSII | CONTAINER | 12" | 0' | 3 |
| HARDY HAZEL | SPYRADA DOUGLASSII | CONTAINER | 12" | 0' | 10 |
| REDOSIER DOGWOOD | CORNUS SERICEA | CONTAINER | 12" | 5' | 25 |
| PACIFIC WILLOW | SAULX LUCIDA | LIVE STAKE | 38" | 3' | 75 |
| BITKA WILLOW | SAULX SICHENSIS | LIVE STAKE | 38" | 3' | 75 |
| | | | | TOTAL | 195 |



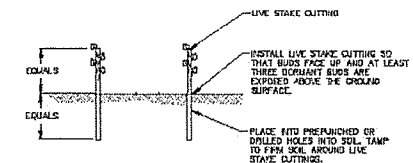
DECIDUOUS AND EVERGREEN TREE AND SHRUB PLANTING

GENERAL NOTES:

1. PLANTING AREA INCLUDES ENTIRE GROUND SURFACE REGARDLESS OF SURFACE COVER BETWEEN PLANTS.
2. VERIFY BI-WATER WORK RESTRICTIONS WITH THE CITY OF KENMORE PRIOR TO PLANTING.
3. INTERMIX PLANT SPECIES GROUPS FOR NATURAL APPEARANCE.
4. PLANT MATERIAL SHALL CONFORM TO ANONYMOUS STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014) FOR PLANT SIZE AND CONDITION FOR SPECIFIED MATERIAL.
5. PLANT MATERIAL SHALL BE LOCALLY GROWN (POINT SOURCE ROOTED) AND SHALL BE IN HEALTHY AND VIGOROUS GROWING CONDITION.
6. THE CONTRACTOR SHALL SUBMIT DOCUMENTATION SPECIFYING THE QUANTITY AND SPECIES OF PLANTS WITH NAMES OF SUPPLIERS, ADDRESSES, AND PHONE NUMBERS.
7. PLANTS WILL BE INSPECTED WHEN THEY ARRIVE ON SITE TO VERIFY THEY MEET NURSERY STOCK STANDARDS. THE INSPECTOR RESERVES THE RIGHT TO REFUSE ANY AND ALL MATERIAL IF IT IS DETERMINED THAT PLANT MATERIAL DOES NOT MEET SPECIFICATION.
8. SUBSTITUTIONS OF PLANT SPECIES OR SIZES MAY BE PERMITTED BASED ON PLANT AVAILABILITY, BUT ONLY WITH PRIOR APPROVAL BY THE MITIGATION CONSTRUCTION MONITOR.

PLANTING SEQUENCE:

1. MOW VEGETATION WITHIN CLEARING AND GRUBBING LIMITS. HAND CLEARING AND GRUBBING SHALL BE REQUIRED FOR PLANT ESTABLISHMENT WITHIN WETLAND LIMITS.
2. RE-SPROUTING BLACKBERRIES AND REED CANARY GRASS WILL BE TREATED WITH HERBICIDE AFTER MOWING. 2 WEEKS AFTER RE-SPROUTING OF VEGETATION OCCURS WITH ROOTED OR OTHER APPROVED AQUATIC HERBICIDE.
3. SPREAD TWO INCHES OF COMPOST ACROSS THE PLANTING AREA.
4. FINE WOOD MULCH SHALL BE PLACED OVER PLANTING AREA TO A DEPTH OF THREE INCHES. THE SOIL SHALL BE NOT MOBILE THROUGH THE WOOD MULCH.
5. PLANT WITHIN PLANTING AREAS AS INDICATED IN THE PLANTING SCHEDULE. PULL BACK MULCH AND DIG A PIT FOR EACH PLANT THAT IS TWICE THE SIZE OF THE ROOT BALL OR PLANT CONTAINER. REMOVE LARGE ROCKS AND OTHER DEBRIS INCLUDING ROOTS FROM PIT. SOAK PIT WITH WATER BEFORE PLANTING. DARK MULCH SHALL NOT BE USED TO BACK FILL THE PLANTING HOLE.
6. PULL BACK MULCH FROM PLANTINGS TO CREATE A MULCH RING AROUND PLANTS.
7. PLANTINGS SHALL BE WATERED THROUGHOUT THE SUMMER MONTHS.



LIVE STAKE INSTALLATION DETAIL

N.T.S.

ISSUED FOR CONSTRUCTION

DESIGNED BY
DT
DRAWN BY
JAN
CHECKED BY
JAN



Northwest
Environmental Consulting, LLC

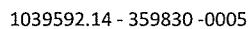
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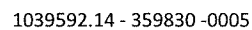


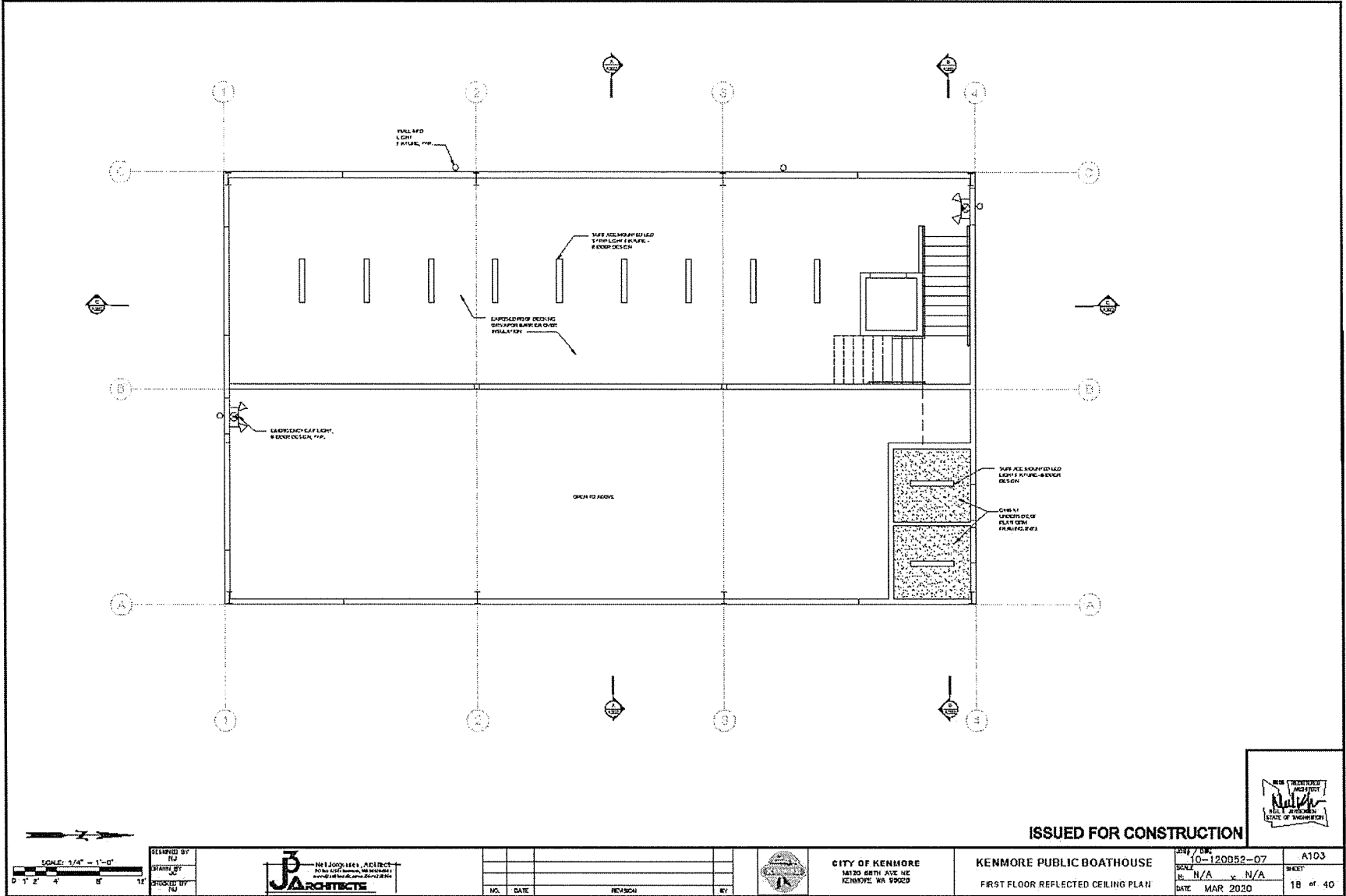
CITY OF KENMORE
1820 BETH AVE NE
KENMORE WA 98023

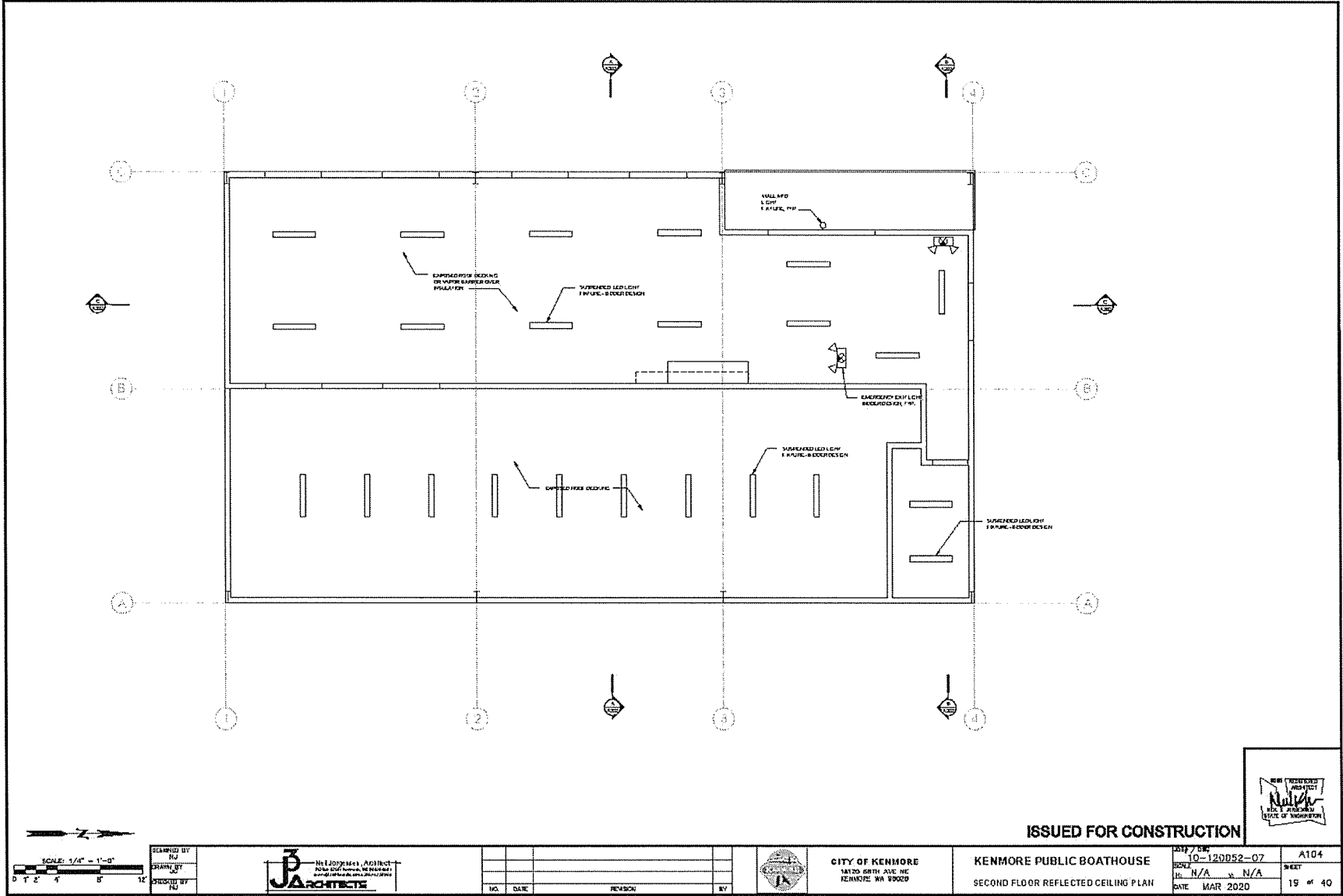
KENMORE BOATHOUSE
PLANTING DETAILS

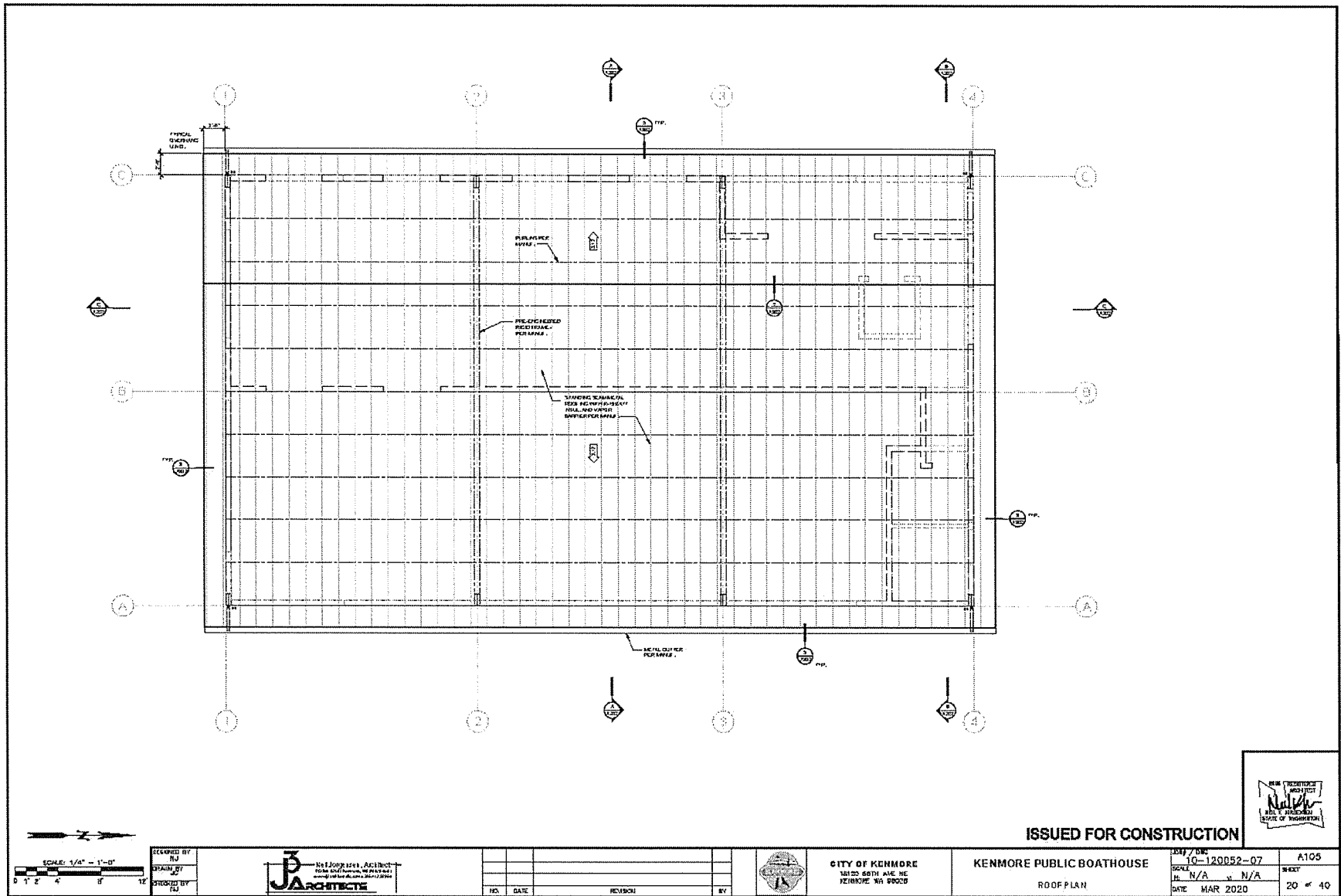
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| SCALE | N/A | N/A |
| DATE | MAR 2020 | 14 of 40 |

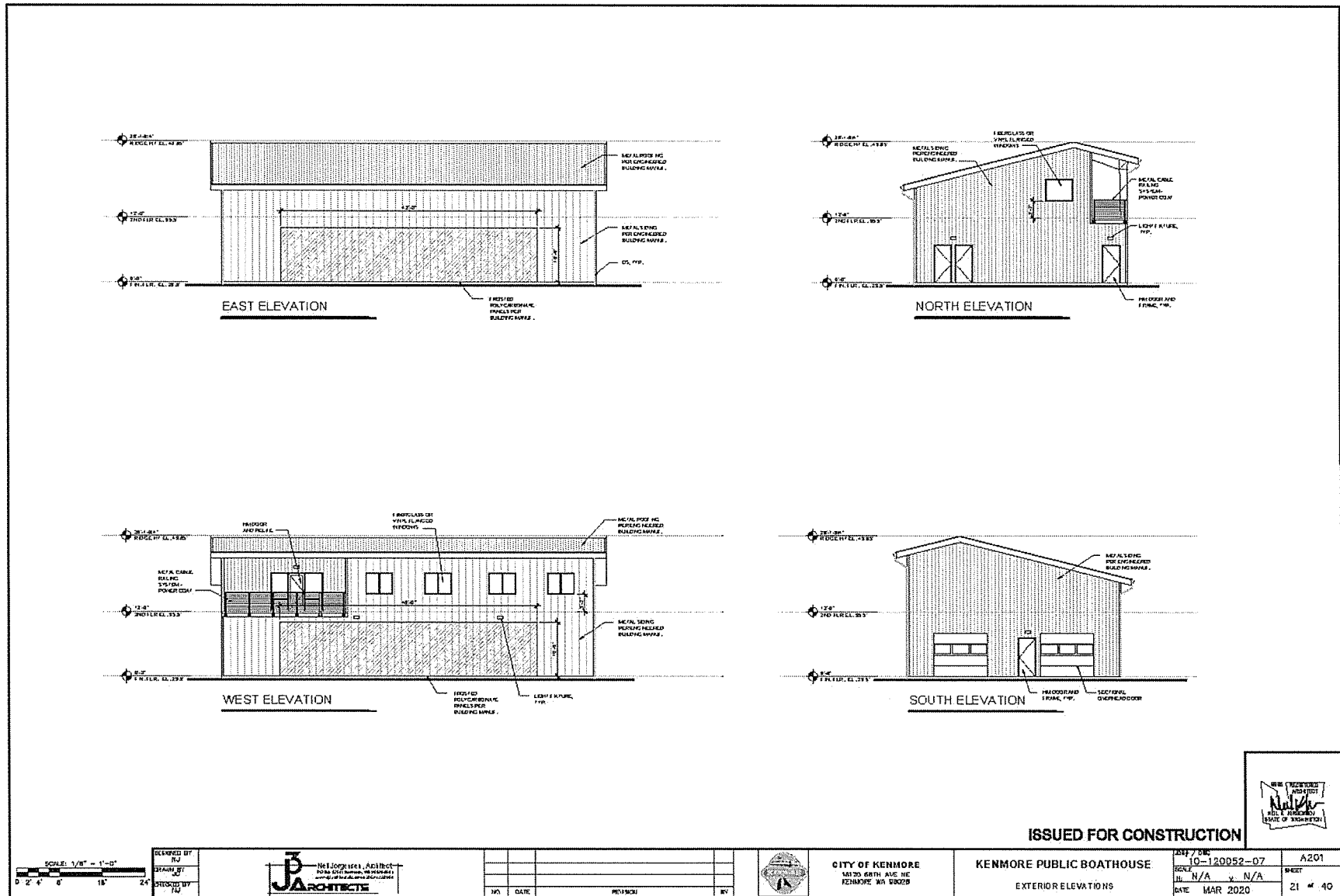


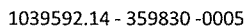


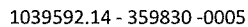


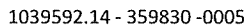


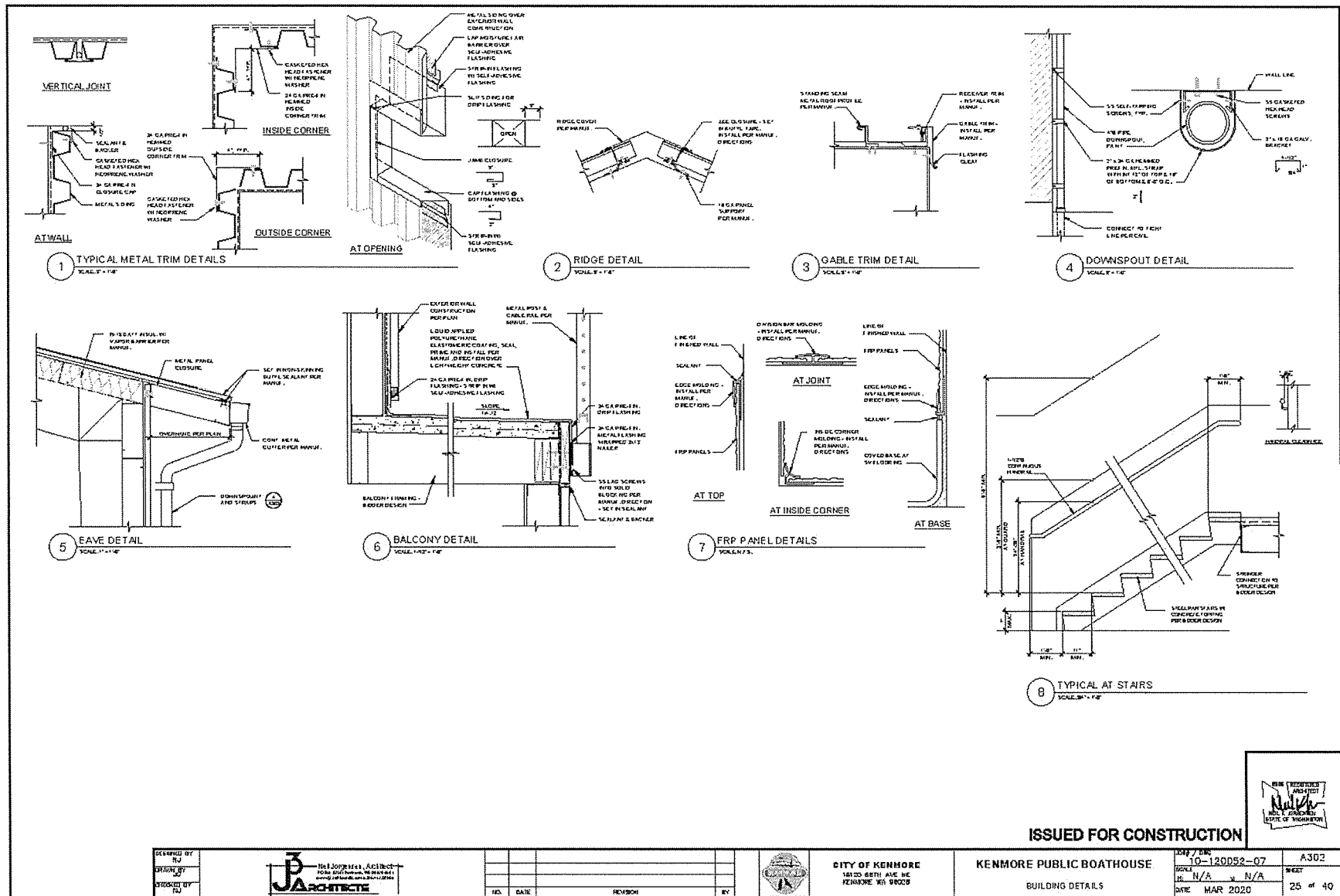












GENERAL NOTES**GENERAL PROVISIONS:**

1. ALL MATERIAL AND WORK SHOWN IN THE PLANS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION, 2018 EDITION.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE PLANS AND NOTIFY THE ENGINEER OF DISCREPANCIES PRIOR TO COMMENCING WITH ANY WORK. INCONSISTENCIES SHALL BE RESOLVED AS NOTED BELOW.
3. VERIFY MEASUREMENTS THAT THE CONTRACTOR SHALL READ AND COMPARE THOSE DIMENSIONS AND ELEVATIONS SHOWN IN THE PLANS WITH OTHER SPECIFIED WORK IN THAT LOCATION, AND SHALL EVALUATE THE CONSISTENCY OF THIS INFORMATION.
4. DISCREPANCIES AND/OR INCONSISTENCIES WHICH THE CONTRACTOR OBSERVES SHALL BE REPORTED TO THE ENGINEER WITHIN TWO WORKING DAYS.
5. TYPICAL AND STANDARD DETAILS USED IN THE PLANS MAY BE SPECIFICALLY REFERENCED. THESE DETAILS SHALL APPLY TO PROJECT CONDITIONS THAT ARE SIMILAR TO THOSE INDICATED IN THE DETAILS. THE APPLICATION OF THIS INFORMATION TO THE PROJECT SHALL BE DONE BY THE CONTRACTOR, AND/OR AS DIRECTED BY THE ENGINEER.
6. INCONSISTENCIES IN THE CONTRACTOR DOCUMENTS SHALL BE RESOLVED AS INDICATED IN THE STANDARD SPECIFICATIONS. INCONSISTENT INFORMATION IS WORK THAT IS, AS DETERMINED BY THE ENGINEER, INCOMPATIBLE AND IS NOT ABLE TO EXIST IN ITS FINAL FORM OR BE INSTALLED AS DOCUMENTED. INCONSISTENCIES SHALL BE RESOLVED USING THE ORDER OF PRECEDENCE NOTED IN THE CONTRACT PROVISIONS.
7. WORK SHOWN IN THE SAME OR DIFFERENT PORTIONS OF THE CONTRACT DOCUMENTS WHICH IS DIFFERENT, VARIES, OR IS DISSIMILAR SHALL BE RESOLVED IN WRITING WITH THE ENGINEER, USING REQUESTS FOR INFORMATION SUBMITTED BY THE CONTRACTOR, TO THE ENGINEER, OR OTHER SIMILAR FORM OF RESOLUTION.
8. CHANGES IN WORK RESULTING FROM EITHER INCONSISTENCIES OR DIFFERENT INFORMATION SHALL CONFORM TO THE REQUIREMENTS NOTED IN CHANGES IN WORK, IN THESE PLANS.
9. REALED AND SHOWN MODIFICATIONS SHALL BE SENT TO THE ENGINEER OF RECORD.
10. THE CONTRACTOR'S WORK PLAN SHALL INCLUDE PROVISIONS FOR SHORING TEMPORARY STRUCTURES.

GENERAL STRUCTURAL NOTES:

1. DESIGN CODES
 - A. IRC 2015
 - B. ASCE / SEI 7-10
 - C. AISC 360-16
 - D. AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS (AASHTO LRFD, CUSTOMARY U.S. UNITS), 8TH EDITION, 2017
2. SUPPLEMENTAL CODES AND MANUALS
 - A. WASHINGTON STATE DEPARTMENT OF BRIDGE DESIGN MANUAL (DOM), 1820-01.18, 2018 TRANSPORTATION, BRIDGE DESIGN MANUAL (DOM), 1820-01.18, 2018
3. UNITS
 - A. ALL DIMENSIONS ARE IN ENGLISH UNITS.
 - B. ALL ELEVATIONS ARE IN FEET.
4. LOAD PATH
 - A. VERTICAL LOADS ARE DISTRIBUTED FROM THE BUILDING COLUMNS INTO THE CONCRETE SLAB, SLAB TO PILES, PILES TO SOIL IN FRICTION AND END BEARING.
 - B. LATERAL LOADS ARE DISTRIBUTED THROUGH THE SLAB ACTING AS A DIAPHRAGM TO PILES, PILES TO SOIL IN LATERAL FRICTY.
5. LOAD COMBINATIONS
 - A. ASCE / SEI 7-10 SECTION 2.3
6. DEAD LOADS
 - A. DC - DEAD LOAD OF STRUCTURAL COMPONENTS NONSTRUCTURAL ATTACHMENTS
 - B. DW - DEAD LOAD OF UTILITIES
7. LIVE LOADS
 - A. ULL - UNIFORM LIVE LOAD
 - B. 100 PSF TYPICAL
 - C. 250 PSF AT ADA ELEVATOR
8. OTHER LOADS
 - A. BUILDING REACTIONS, SEE TABLE ON DWG 0005

EARTHQUAKE

1. DESIGN LEVEL EARTHQUAKE (DLE)
 - A. IRC 2015
 - B. BASED ON A RISK-TARGETED MAXIMUM CONSIDERED EARTHQUAKE (MCE), APPROXIMATELY A 2,475-YEAR RETURN PERIOD. USE 2% FOR INERTIAL EFFECTS.

MATERIALS:

1. MATERIALS SHALL BE AS DEFINED IN THE SPECIFICATIONS AND AS SHOWN OR NOTED IN THE PLANS.
2. ANCHOR BOLTS AND THREADED ROD SHALL CONFORM TO THE REQUIREMENTS OF ASTM F193A, OR 10K.
3. ALL BOLTS SHALL BE HOT-DIPPED GALVANIZED.
4. ALL STEEL AND FASTENERS SHALL BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS. FIELD REPAIR OF AREAS OF THE COATING DAMAGED DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
5. WHERE THE STEEL TYPE, GRADE, OR STRENGTH IS NOT INDICATED, NOTIFY THE ENGINEER AND USE A MATERIAL WITH THE LOWEST AVAILABLE AND WITH A YIELD STRENGTH OF 50 KSI.
6. ALL REINFORCING STEEL SHALL BE ASTM A706 GRADE 60.
7. 6000 PSI STRENGTH CONCRETE SHALL BE USED FOR SLAB.
8. 6000 PSI STRENGTH CONCRETE SHALL BE USED FOR DRILLED SHAFTS.
9. ITEMS EMBEDDED IN CONCRETE SHALL BE HOT-DIPPED GALVANIZED, UNLESS NOTED OTHERWISE.

WELDING:

1. WELDING SHALL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS: GENERAL CARBON STEEL - AWS D1.1
2. SEE SPECIAL PROVISIONS, PLANS AND STANDARD SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
3. WELDING MAY BE DONE IN THE SHOP OR IN THE FIELD WHILE NOTED, AT THE CONTRACTOR'S OPTION.
4. INSPECTION OF SHOP AND FIELD WELDING SHALL BE PERFORMED AS NOTED IN THE PLANS AND SPECIFICATIONS.
5. WELDING OF GALVANIZED STEEL AND AREAS DAMAGED BY WELDING, FLAME-CUTTING, OR HANDLING SHALL BE REPAIRED. THIS REPAIR SHALL BE A COLD ORGANIC GALVANIZING COMPOUND, HAVING AT LEAST 6% ZINC DUST IN THE DRY FILM. ALTERNATE REPAIR MAY BE MADE ACCORDING TO ASTM A780, ANNEX A1 OR ANNEX A5.
6. WELDING SHALL BE AS NOTED IN THE PLANS AND SPECIFICATIONS. IF NOT NOTED OR SHOWN, USE A 3/16" CONTINUOUS FILLET WELDING OF ALL EDGES OF CONNECTING MATERIAL.
7. WELDING PROCEDURES SHALL BE SUBMITTED AND APPROVED PRIOR TO SUBMITTAL OF SHOP PLANS OR SHOP DRAWINGS.
8. USE CYCLO ELECTRODES AND THE SUBMERGED ARC WELDING METHOD, WHERE OTHER FILLER METALS AND PROCEDURES HAVE NOT BEEN INDICATED.

FABRICATION:

1. FABRICATION SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A6 UNLESS NOTED OTHERWISE.
2. WHERE THE COATING HAS NOT BEEN NOTED, FURNISH HOT-DIP GALVANIZING OF 5 MILS. THE CONTRACTOR MAY REQUEST AN ALTERNATE COATING MATERIAL.
3. SHOP PLANS OR SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STEEL WORK SHOWN.
4. ALL MEMBERS AND CONNECTIONS NOT SPECIFICALLY NOTED, SHALL BE DETAILED AND SUBMITTED IN THE FORM OF SHOP PLANS, TO THE ENGINEER FOR APPROVAL. SEE GENERAL NOTES AND SPECIAL PROVISIONS REGARDING SHOP DRAWING APPROVAL.
5. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH REWORK AS A RESULT OF PROCEEDING WITH WORK ON SHOP PLANS THAT ARE NOT APPROVED.
6. STEEL SURFACES IN CONTACT WITH BASE PLATES SHALL BE MILLED / FINISHED TO BEAR.

ISSUED FOR CONSTRUCTION



DESIGNED BY
HAB
CHECKED BY
HAB
STAMPED BY
HAB



400-112TH AVE NE, SUITE 120
BELLEVUE, WA 98004
PHONE: 425-453-6489
FAX: 425-453-6548

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
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CITY OF KENMORE
18120 56TH AVE NE
KENMORE WA 98028

KENMORE BOATHOUSE
STRUCTURAL GENERAL NOTES - 1

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|------------|--------------|-------|----------|
| DATE / NO. | 10-126052-07 | SHEET | S001 |
| SCALE | N/A | N/A | N/A |
| DATE | MARCH 2020 | SHEET | 26 of 40 |

GENERAL NOTES

REINFORCING STEEL:

1. ALL BARS SHALL BE BENT COLD UNLESS OTHERWISE PERMITTED BY THE ENGINEER.
2. ALL BARS, HEADED BARS, AND COUPLERS, SHALL BE EPOXY-COATED IN ACCORDANCE WITH WIDOT SPECIFICATIONS §407.2 VNO.
3. ALL WELDING SHALL CONFORM TO STRUCTURAL WELDING CODE ANSI/AWS D1.1 REINFORCING STEEL. SUBMIT WELDING PROCEDURES. SEE ALSO WIDOT SPECIFICATIONS §402.3(a)(c).
4. MINIMUM LAP SPLICE LENGTH OF ALL REINFORCING STEEL SHALL BE 40 BAR DIAMETERS, UNLESS OTHERWISE NOTED.
5. 135° DEGREE SEISMIC HOOKS MAY BE SUBSTITUTED WITH 180 DEG HOOKS.

LAP SPLICES:

1. SPLICES SHALL CONFORM TO THE FOLLOWING TABLE UNLESS NOTED OTHERWISE. SPLICES ARE ASSUMED TO BE CLASS B. DO NOT SPLICE MORE THAN 50% OF BARS IN ONE LOCATION.

| EPOXY COATED BARS | | |
|-------------------|----------|------------|
| BAR SIZE | TOP BARS | OTHER BARS |
| 4 | 2'-0" | 2'-0" |
| 5 | 3'-0" | 3'-0" |
| 6 | 3'-0" | 3'-0" |
| 7 | 4'-0" | 3'-0" |
| 8 | 4'-0" | 4'-0" |
| 9 | 5'-0" | 4'-0" |
| 10 | 5'-1" | 5'-0" |

CONCRETE NOTES:

1. CLEAR COVER OF ANY REINFORCING BAR, UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PLANS, SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED:

| USE | COVER |
|--|-------|
| CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH | 3" |
| CONCRETE EXPOSED TO WEATHER | 2" |
| DRILLED SHAFT | 3" |
2. ALL EXPOSED EDGES OF CONCRETE SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL LOCATE ALL EMBEDDED ITEMS INCLUDING PILE DOWELS AND OTHER REINFORCEMENT PRIOR TO CONCRETE PLACING. SHOP DRAWINGS ARE REQUIRED FOR ALL EMBEDDED ITEMS.

CONCRETE MIX DESIGN

1. NO CONCRETE SHALL BE PLACED UNTIL THE ENGINEER HAS APPROVED THAT MIX DESIGN.
2. FOR CONCRETE PERFORMANCE AND ACCEPTANCE SEE WIDOT SPECIFICATIONS §402.3(a) AND §402.3(b)(c).
3. THE CONTRACTOR SHALL PROVIDE A MIX DESIGN IN WRITING TO THE ENGINEER FOR EACH CLASS OF CONCRETE SPECIFIED IN THE PLANS. IN ADDITION EACH TRUCK SHALL BE ACCOMPANIED BY A CERTIFICATE OF COMPLIANCE CONFORMING TO WIDOT SPECIFICATIONS §402.3(b).
4. CONCRETE TEMPERATURES SHALL REMAIN BETWEEN 65 DEG. F AND 85 DEG. F WHILE CONCRETE IS BEING PLACED.
5. FOR WATER-CEMENT-ADJUTANT MATERIAL RATIO PERFORMANCE SEE WIDOT SPECIFICATIONS §402.3(c)(f).
6. FOR AIR CONTENT RANGES SEE WIDOT SPECIFICATIONS §402.3(a).
7. FOR SLUMP RANGES SEE WIDOT SPECIFICATIONS §402.3(a)(a).

BUILDING DESIGN LOADS:

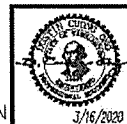
| BOATHOUSE COLUMN AXIAL LOADS | |
|------------------------------|----------------------|
| COLUMN LOCATION | FACTORED AXIAL LOADS |
| A1 | 6 K |
| A2 | 18 K |
| A3 | 18 K |
| A4 | 8 K |
| B1 | 40 K |
| B2 | 64 K |
| B3 | 80 K |
| B4 | 40 K |
| C1 | 48 K |
| C2 | 88 K |
| C3 | 96 K |
| C4 | 48 K |

| BOATHOUSE DRILLED SHAFT SCHEDULE | | |
|----------------------------------|------------------|---------------------------------|
| PILE LOCATION | SHAFT DEPTH (FT) | ULTIMATE BEARING CAPACITY (KIP) |
| A1 | 35 | 270 |
| A2 | 35 | 270 |
| A3 | 35 | 270 |
| A4 | 35 | 270 |
| B1 | 35 | 270 |
| B2 | 40 | 340 |
| B3 | 40 | 340 |
| B4 | 35 | 270 |
| C1 | 35 | 270 |
| C2 | 35 | 270 |
| C3 | 35 | 270 |
| C4 | 35 | 270 |

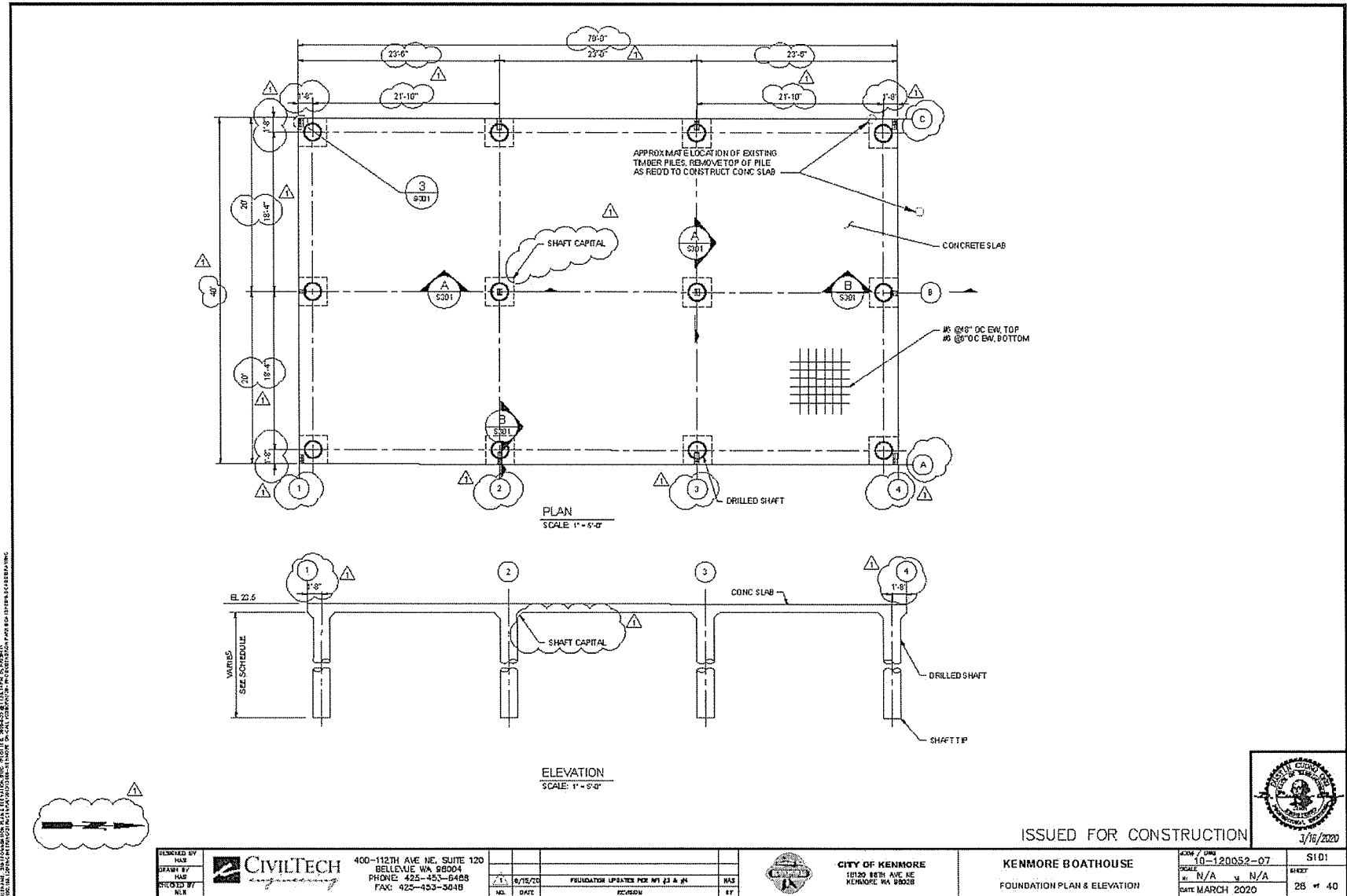
PILE CAPACITY:

ULTIMATE BEARING CAPACITY IN THE PILE SCHEDULE DESCRIBES THE MINIMUM COMBINED SKIN FRICTION AND END BEARING RESISTANCE REQUIRED BY DESIGN AND IS EQUAL TO THE TOTAL FACTORED PILE COMPRESSION DEMAND DIVIDED BY A RESISTANCE FACTOR. THE REPORTED ULTIMATE BEARING CAPACITY WAS DETERMINED USING A RESISTANCE FACTOR OF 0.65 FOR SKIN FRICTION & 0.8 FOR END BEARING PER AMERICAN TABLE 10.2.2.2.1-1.

ISSUED FOR CONSTRUCTION



| | | | | | | | | | |
|--------------------|--|-----|------|----------|----|---|---|------------------|-------------------|
| DESIGNED BY HAM | 400-118TH AVE NE, SUITE 120 BELLEVUE WA 98004 PHONE: 425-453-6488 FAX: 425-453-5548 | NO. | DATE | REVISION | BY | CITY OF KENMORE 1820 43RD AVE NE KENMORE WA 98028 | KENMORE BOATHOUSE STRUCTURAL GENERAL NOTES - 2 | DATE: MARCH 2020 | SHEET 27 of 40 |
| CHECKED BY HAM | | | | | | | | | |
| APPROVED BY HAM | | | | | | | | | |



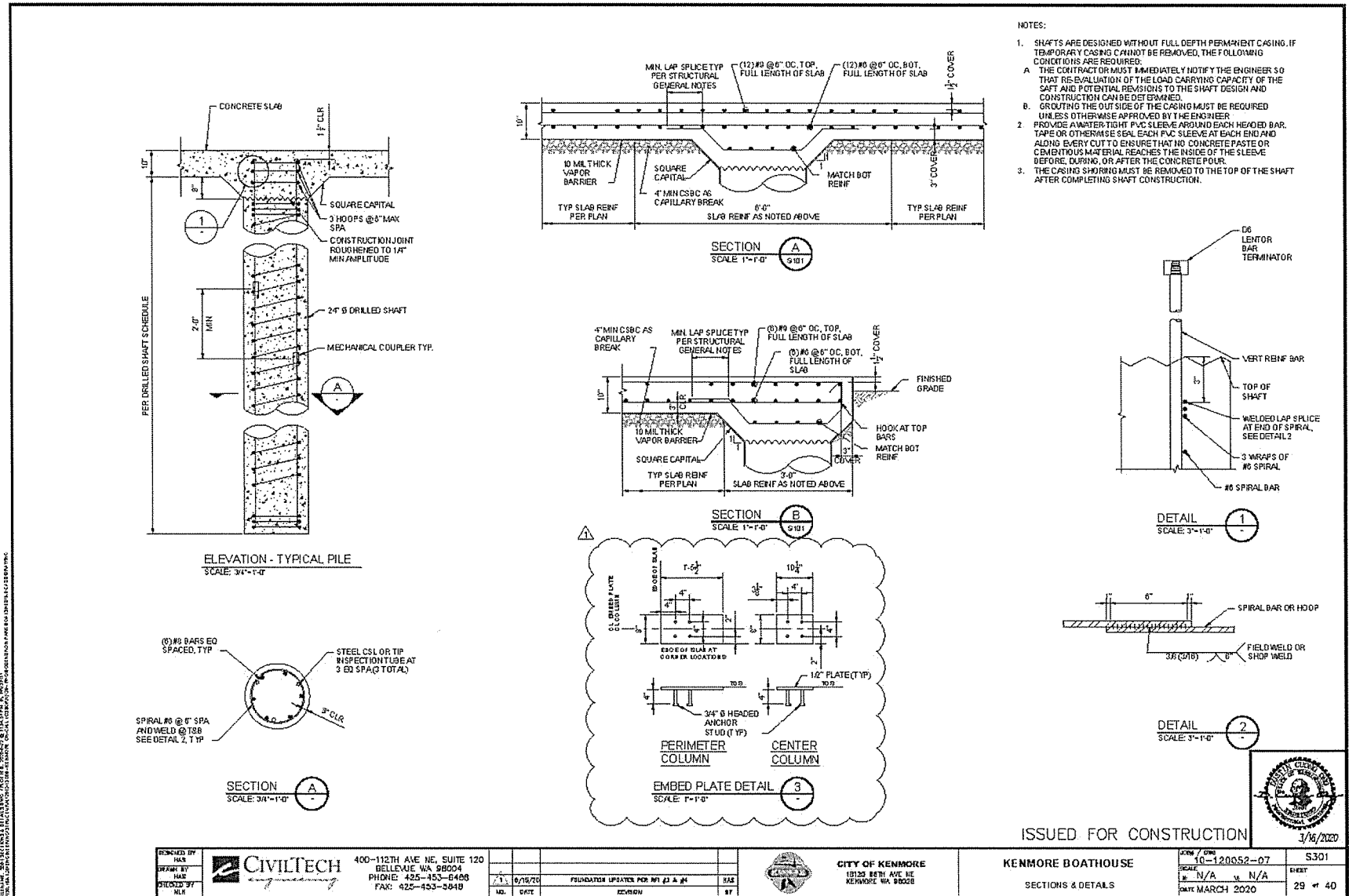


EXHIBIT C
FORM OF MANAGEMENT AGREEMENT

**Kenmore Boathouse Memorandum of Understanding
June, 2021**

The **Boathouse Manager**, the George Pocock Rowing Foundation will provide, through a single point of contact, on a service contract:

- **Facility Services**

- Manage user access (ie door codes) for the building on agreed upon days and times
- Maintain list of authorized persons with access to the facility
- Annual activity reporting to the City of Kenmore and other stakeholders, with the understanding that the Kenmore Rowing Club, city and the Northshore School District provides data for said reports
- Management of gasoline storage
- Management of rack assignments for shells
- Creation of annual budget for common facility management expenses
- Maintain office and cleaning supplies for common use.
- Commitment to cross-promotion of the programs, services and activities of the City of Kenmore.

- **Safety / Launch Services**

- Creation or approval of safety policies and procedures for users.
- Execute monthly safety audits of the facility and operation.
- Leadership at monthly safety, equipment and facilities meetings.
- Maintenance of facility safety equipment.
- Maintenance of safety launches, whether owned by the NSD or KRC
- Purchasing of gasoline for all use of safety launches.

- **Rowing Equipment Services**

- Maintenance of rowing equipment subject to shared use agreement
- Documentation of all maintenance efforts
- Provide an annual review of jointly used equipment.
- Creation of annual budget for common equipment maintenance expenses
- Lead an annual review of equipment maintenance

- **Fiduciary Services**

- Collection of assessments for management services and common expenses.
- Reporting on use of funds for common expenses
- Pay hourly staff engaged in facility, safety, launch and equipment maintenance services.

Based on the number of athlete-hours using the facility and equipment, the Boathouse Manager will be reimbursed by the Kenmore Rowing Club and Northshore School District for these services. Manager services will be invoiced to the KRC and NSD monthly, following the month of services provided. Invoices will be payable by the 20th of the month following.

If all options are exercised and the facility is at maximum capacity, we estimate that this contract will be worth, in total, \$30-50,000 per year.

The GPRF will provide a grant of the following professional services :

- Creation of scholarship opportunities for youth who receive free or reduced price lunch through school programs. Athletes apply directly to the GPRF for support in covering their rowing fees.
- At minimum, for the next 12 months, we will provide on average 5 hours a week of consultation services in the following critical functional areas:
 - Strategic and governance decisions
 - Best practices regarding safety, facility and equipment use
 - Rowing team and rowing club management
 - Facility management planning and task management
 - Program and facility & equipment management budgets and priorities
 - Creation of a boathouse culture that facilitates the communal benefit of both the Kenmore Rowing Club and Northshore School District.
 - Provide assistance with hiring and training processes for coaching staff.
- Access to the knowledge base and human resources of the GPRF, including operations, fundraising and diversity specialists.
- Access to coach and board training in support of Diversity, Equity and Inclusion.
- Support for the creation and a management of the Boathouse Management Budget through 2022.
- At minimum, between Sept 1, 2021 and August 30, 2022, the GPRF will provide on average 5 hours a week of consultation, leadership, mentorship, assistance and guidance with fundraising activities from our development staff.
- Inclusion on GPRF social media and news feeds.
- Pending available funds and eligibility, the Kenmore boathouse will be encouraged to apply for Boathouse Incubation funds from the GPRF in 2022.

In total, these in-kind services are being offered as a grant from the GPRF to the City of Kenmore, the Northshore School District and the Kenmore Rowing Club, valued at approximately \$25,000 per year.

The Kenmore Rowing Club will provide:

- Insurance coverage for rowing and safety equipment and operations of the Kenmore Rowing Club.

- Proof of current liability insurance with a minimum amount of \$5,000,000
- Certificate of Additional Insured to the City of Kenmore, Northshore School District and George Pocock Rowing Foundation.
- Maintenance of licenses, taxes and legal responsibilities.
- Safety, facility and equipment orientation and oversight of Kenmore Rowing Club operations.
- Programming that meets the diverse needs of the community of the City of Kenmore.
- Design and execution of adult programs, membership and classes.
- Design and execution of introductory and summer programs that complement, but do not conflict with Northshore School District Programming.
- Recruitment, training, hiring, supervision and evaluation of coaches for adult programming.
- Registration, waiver and fee collection for all KRC programs and classes.
- Marketing and promotion of KRC classes and programs.
- Access to safety launches and specified rowing equipment to the School District as agreed upon.
- Representatives to serve on monthly safety, equipment and facilities committees.
- Volunteer hours for facility upkeep and cleanliness, equipment maintenance and community events.
- A single point of contact for the organization to work with the Boathouse Manager.
- Seasonal financial contributions to the common fund based on the number of athletes participating in programming.

The Northshore School District will provide:

- Proof of current liability insurance with a minimum amount of \$5,000,000
- Certificate of Additional Insured to the City of Kenmore, Northshore School District and George Pocock Rowing Foundation.
- Recruitment, training, hiring, supervision and evaluation of coaches for school-based youth programming.
- All athlete registration and waiver collection for youth, school-based programming.
- Repairs to non-NSD-owned launches should the coaches from the NSD damage said launches.
- Insurance coverage for all their own rowing and safety equipment and operations.
- Safety, facility and equipment orientation and oversight of Northshore School District operations.
- Access to safety launches and specified rowing equipment to the Kenmore Rowing as agreed upon.
- Will provide volunteer hours for facility upkeep and cleanliness, equipment maintenance and community events.
- Representatives to serve on monthly safety, equipment and facilities committees.
- A single point of contact for the organization to work with the Boathouse Manager.

- Seasonal financial contributions to the common fund based on the number of athletes participating in programming.

As detailed in the lease agreement between the City of Kenmore and the Northshore School District, the City of Kenmore will provide:

- Insurance against loss of the building.
- Utilities (power, water, sewer, trash collection) for the use of the building.
- Cross-promotion of programs and activities of the Kenmore Rowing Club and Northshore School District.
- Maintenance of the exterior and major systems of the building.
- Groundskeeping for the exterior of the building and parking lots.

All parties will:

In best faith effort, work to close the fundraising gap needed to close the gap on the construction of the facility over the next three years. If needed, we understand that rent may need to be charged to tenants in future years.

Commitment to Diversity, Equity and Inclusion

All parties express their commitment to creating an inclusive space that invites, welcomes and supports racial and socio-economically diverse athletes to the sport of rowing and the Rhododendron Park Boathouse.

Equipment Use Agreement

Three times each year (January, June, August), the Boathouse Manager, Kenmore Rowing Club and Northshore School District will meet to review and document the specific details of shared equipment. All parties agree to share equipment in good faith, with the understanding that:

- Repairs to shared equipment due to normal wear and tear or accidental damage will be paid for by the Boathouse Manager.
- Each party may identify up to 3 boats each season as exempt from the sharing agreement.
- Each party may identify up to 3 sets of 8 sweep oars or 3 sets of 4 pairs of sculling oars as exempt from this agreement.
- Coaching launches are not exempt from this agreement.
- Electronic items such as cox boxes and speed coaches will not be shared and are the sole responsibility of each party.
- Equipment will be left in good condition and orderly fashion after use
- Damage to shared equipment will be reported promptly to the Boathouse Manager.

Facility Scheduling Agreement

Three times each year (January, June, August), the Boathouse Manager, Kenmore Rowing Club and Northshore School District will meet to review and document the access schedule for the boathouse. All parties agree to participate in good faith, with the understanding that

Northshore School District activities have priority use of the facility during the spring and fall rowing seasons. All parties agree to the following terms and conditions:

Usage will not overlap between parties

The facility will be left in orderly fashion after use




Date 06 / 25 / 2021

[Suzanna Blahna](#), Executive Director, Kenmore Rowing Club



Date 07 / 01 / 2021

Michelle Reid, Superintendent, Northshore School District



Date 06 / 25 / 2021

Jennifer Gibbons, Executive Director, George Pocock Rowing Foundation

Date _____

Jennifer Gordon, Public Works Director, City of Kenmore

To our friends and partners,

A few months ago, we wrote to you as we were in dire financial circumstances. We are reaching out today to provide you with a happy update. Through a concerted fundraising effort, a few generous donors, and the very good fortune of a contract through King County's Department of Community and Human Services, we have reached a stable financial position and will continue operations through the end of this year and beyond.

Our contract through King County's DCHS is focused on providing rowing instruction and community engagement for adults aged 55 and older. As we already have many rowers in this demographic, we felt that this was a perfect fit for us and we will be reaching out further to that population to get them to the boathouse on ergs soon and in rowing shells in the spring.

We are looking forward to providing continued programming at the Kenmore Public Boathouse offering fall Learn To Row, adult rowing, winter land training for adults, as well as winter training for high school rowers.

Our board will be spending the next few months rebuilding and reviewing our successes and shortcomings of the last year, formulating a realistic financial plan that will be sustainable for years to come.

We do still need support from our partners as outlined in our initial letter. These items of support include:

- We ask that the City continue to clarify to the City Council and the Public the difference between the Friends of Kenmore Boathouse and the KCRC, specifically with regards to financial responsibility regarding boathouse costs.
- We ask that the City clarify for all parties and the Public the difference between the original expected cost of the Boathouse and the final cost, and what caused the difference.
- We ask that the City continue to assist KCRC with mention of the programs we offer in City publications and calendars. We greatly appreciate all current and past efforts in this regard.
- We ask for a cessation of propositions about charging KCRC rent for at least 4 years or any implication that KCRC alone is responsible for building repayment.
- We request City financial support for operations, however possible, so that we can continue to grow to serve more of the Northshore Community as part of Kenmore's initial Parks and Recreation efforts.
- We ask for any and all small business development and non-professional support that the City can direct us to.
- We request assistance with identifying board members, particularly those with expertise in fundraising and development

We are so thankful for our donors and members and for the opportunity to continue providing rowing instruction to the Kenmore and Northshore communities. We look forward to continuing to work with all of you in the future.

Sincerely,

Allison Anderson, *Kenmore Community Rowing Club Board Chair*

Suzanna Blahna, *Kenmore Community Rowing Club Secretary*

Diane Cassidy, *Kenmore Community Rowing Club Treasurer*

Tracy Tylee Silberfein, *Kenmore Community Rowing Club Vice Chair*

Stacey Auger, *Kenmore Community Rowing Club Board Member at Large*



An Update from Your Community-Owned Hospital

Kenmore City Council

CEO Dr. Jeff Tomlin, Commissioner Rebecca Hirt

King Country Public Hospital District #2: EvergreenHealth

318-bed acute care hospital serving Kenmore, Kirkland, Redmond, Duvall, Woodinville, Sammamish, and Bothell

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |
| 4,529 Babies Welcomed | 15,000 Inpatient Admissions | 9,600 Home Health Patients | 413,000 Outpatient Visits | 2 Emergency Departments 7 Urgent Care Centers | 15-bed Hospice Care Center | 330- physician Multispecialty Group | 13 Primary Care Practices | 48 Specialty Practices |

- Cancer care - Halvorson Cancer Center in partnership with Fred Hutch
- Post-acute care - largest home health / hospice care in Puget Sound Region



Recognition of Our Care



CARDIAC CARE DISTINCTION



FIVE-STAR RECIPIENT

- Treatment of Heart Failure (2011-2023)
- Pacemaker Procedures (2021-2023)

GASTROINTESTINAL CARE DISTINCTION



RANKED #1 IN STATE

- Gastrointestinal Medical (2023)
- Gastrointestinal Surgery (2023)
- AMERICA'S 100 BEST
- Gastrointestinal Care (2014-2023)
- Gastrointestinal Surgery (2015-2023)

NEUROSCIENCES DISTINCTION



FIVE-STAR RECIPIENT

- Cranial Neurosurgery (2023)
- Treatment of Stroke (2010-2023)
- EXCELLENCE AWARD
- Cranial Neurosurgery (2023)
- Neurosciences (2016-2023)
- Stroke Care (2010-2023)

PULMONARY CARE DISTINCTION



AMERICA'S 100 BEST

- Pulmonary Care (2014-2023)
- FIVE-STAR RECIPIENT
- Treatment of Chronic Obstructive Pulmonary Disease (2012-2023)
- Treatment of Pneumonia (2006-2023)
- EXCELLENCE AWARD
- Pulmonary Care (2011-2023)

CRITICAL CARE DISTINCTION



FIVE-STAR RECIPIENT

- Treatment of Sepsis (2010-2023)
- EXCELLENCE AWARD
- Critical Care (2015-2023)

FIVE-STAR RECIPIENT

- Colorectal Surgeries (2014-2023)
- Treatment of Gastrointestinal Bleed (2014-2023)
- Upper Gastrointestinal Surgery (2023)
- Treatment of Bowel Obstruction (2015-2023)
- EXCELLENCE AWARD
- Gastrointestinal Care (2014-2023)
- Gastrointestinal Surgery (2015-2023)

ORTHOPEDICS DISTINCTION



FIVE-STAR RECIPIENT

- Spinal Fusion Surgery (2022-2023)

PATIENT SAFETY



Monroe



Kirkland





Recent Enhancements

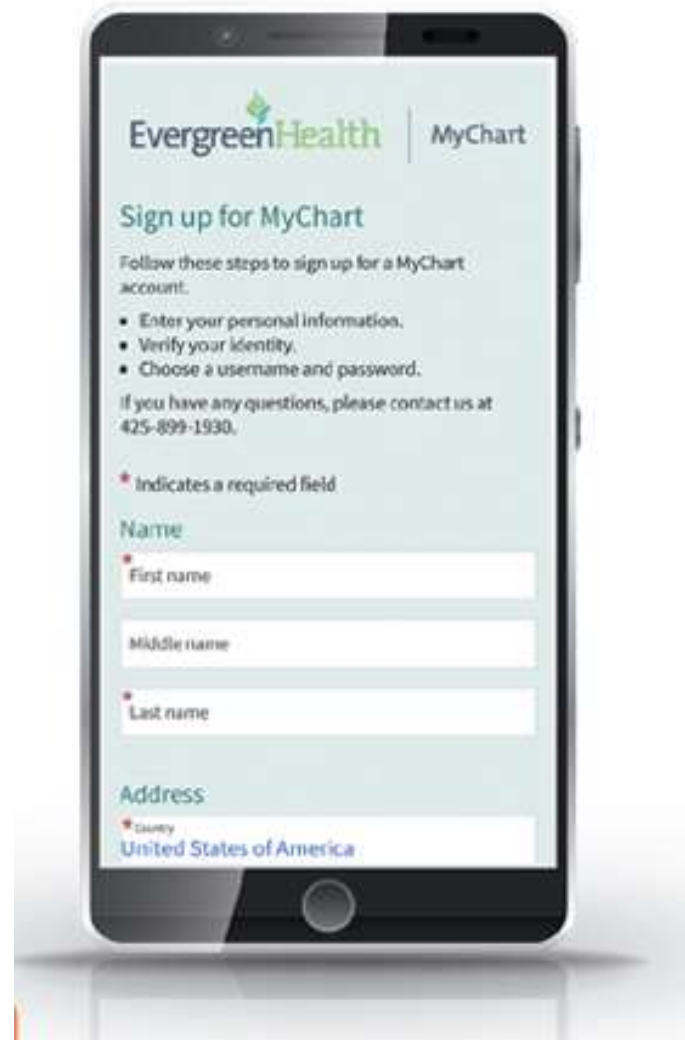
Family Maternity Center Upgrades

- Renovation of Labor and Delivery Unit and OB Emergency Department
- Expansion of NICU beds
- Adding spaces: classroom, family lounge, and staff work rooms to support team-based care delivery model



New Software

- Last October, EvergreenHealth transitioned to a new electronic medical record (EMR) platform, Epic.
- Epic provides a seamless and integrated health care experience for patients and families.
- EvergreenHealth patients can now sign up for the online patient portal, MyChart.
- MyChart makes it easy to communicate with your doctors, schedule appointments and pay your bills – all from a single account, accessible from any device.





Looking Ahead

Access to Care Today and in the Future is a Big Concern

Longer Stays

- Aging population means sicker patients who need more care.
- Lack of openings in post-care facilities creates a back-up in the hospital.

Staffing Constraints

- Professionals leaving healthcare faster than new people being trained.
- Competition for the best doctors and nurses requires modern spaces and the latest equipment.



Limited Bed Capacity

- Puget Sound region is under bed capacity per capita.
- Population on the Eastside continues to grow.
- Mental health patients don't have many care options so are taking up acute care beds.

Negative Community Impact

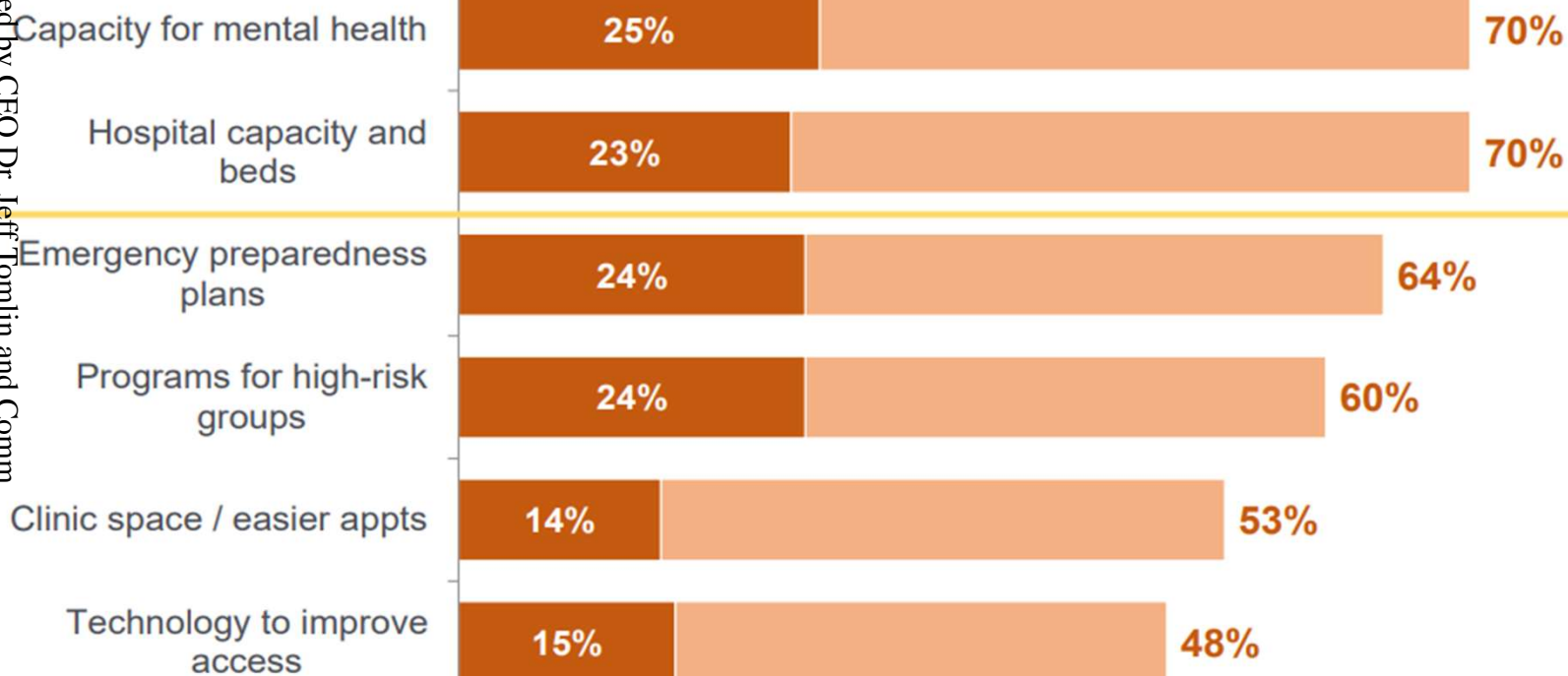
- Longer wait to be seen in the E.R. because of back-up in the hospital.
- Longer wait to get appts. for surgeries.
- Potential to have to travel far from home to find open hospital bed space.
- Severe shortage in case of mass emergency.

Public Opinion Research (June 2022)

Residents are clear on funding priorities: expanding available beds and mental health care are top concerns.

EvergreenHealth priorities*

Top priority | high priority



*If EvergreenHealth were to have more funding, here are some different ways that funding could be used. Please tell me how big a funding priority you think each of the following is...

EvergreenHealth Must Grow

- Inpatient and intensive care hospital bed capacity is currently inadequate in our region.
- We must also be prepared for pandemics, earthquakes, mass casualty events and other emergencies.
- We need to start now to be ready for the decade ahead.

Independent not for profit hospitals generate small margins. It's thus hard to do capital projects. But public hospital districts have a unique advantage - facility investments can be funded by taxpayers who care about having excellent accessible health care close to home.

Since the voters approved funding our eight-floor building in 2007, the population in the District has increased by 27%. Since it opened in 2010, inpatient days have increased by 63% and surgeries have increased by 30%. And our region continues to grow.

The Board of Commissioners is considering placing a levy on the November ballot to increase capacity at the hospital.

Questions?



We are a Resource for You!

How can we best support you and our shared community?

- Speakers & presentations
- Addressing youth mental health issues
- Volunteering at community events

Rick Chatterton

Specialist, Community Engagement

E: T-Rchatterton@evergreenhealthcare.org

P: 425-368-8003



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

03/18/23 - 03/31/23

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and the the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total Check #s 51714 through 51818: \$451,549.27

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 03/24/2023 \$213,624.59

ACH Payment-KBA Inc.: \$33,005.89

ACH Payment-Thomco Construction Inc.: \$225,613.60

ACH Payments-US Bank Purchase Cards: \$20,749.88

Payroll Check #10210 dated 03/24/2023 \$2,380.15

Stephanie Lucas

Apr 3, 2023

Deputy City Manager / Date

Melinda Merrell

Apr 3, 2023

Melinda Merrell (Apr 3, 2023 15:13 PDT)

Finance & Administrative Services Director / Date

| Vendor Name | Check # | Date | Description | Amount |
|---------------------------|---------|------------|--|------------|
| KBA INC. | 1330 | 03/31/2023 | 18-C1846 Jan. W. Sammamish Bridge Project | 33,005.89 |
| THOMCO CONSTRUCTION, INC. | 1331 | 03/31/2023 | 20-C2144 Feb. Juanita Dr. Ped/Bike Proj. | 225,613.60 |
| U.S. BANK PURCHASE CARDS | 1332 | 03/31/2023 | Adobe Stock Photos | 33.17 |
| U.S. BANK PURCHASE CARDS | 1333 | 03/31/2023 | NW Trophy/American Planning Association | 871.69 |
| U.S. BANK PURCHASE CARDS | 1334 | 03/31/2023 | WABO/WSAPT/WA DOE/APA | 1,113.20 |
| U.S. BANK PURCHASE CARDS | 1335 | 03/31/2023 | Volgistics - Volunteer Website Subscription | 45.00 |
| U.S. BANK PURCHASE CARDS | 1336 | 03/31/2023 | Bizchair/Jobpost/ICMA/Zoom | 1,981.66 |
| U.S. BANK PURCHASE CARDS | 1337 | 03/31/2023 | Computer Purchase | 1,306.87 |
| U.S. BANK PURCHASE CARDS | 1338 | 03/31/2023 | United Airlines/Zoom/Holiday Inn | 760.87 |
| U.S. BANK PURCHASE CARDS | 1339 | 03/31/2023 | Nat'l Safety/1000 Bulbs/Points Sharp/Red Cross | 3,492.44 |
| U.S. BANK PURCHASE CARDS | 1340 | 03/31/2023 | City Hall Phone Service, Computers, Training | 5,994.68 |
| U.S. BANK PURCHASE CARDS | 1341 | 03/31/2023 | Leavenworth Conf. Hotel | 288.79 |
| U.S. BANK PURCHASE CARDS | 1342 | 03/31/2023 | NLC/Holiday Inn/Bellevue Chamber/Interstrength | 1,016.96 |
| U.S. BANK PURCHASE CARDS | 1343 | 03/31/2023 | New Hire Recruitment, Training, Computer, Supplies | 1,210.45 |

IX. A. Approve

Total Check #s 51714 through 51818 totaling \$451,549.27 a...

| | | | | |
|------------------------------------|-------|------------|---|-----------|
| U.S. BANK PURCHASE CARDS | 1344 | 03/31/2023 | Amazon/Conf. Registration | 2,634.10 |
| AFLAC | 51714 | 03/24/2023 | Employee Medical/Disability Plans | 209.04 |
| AWC EMPLOYEE BENEFIT TRUST | 51715 | 03/24/2023 | Employee Health Insurance | 86,237.66 |
| AWC EMPLOYEE BENEFIT TRUST | 51716 | 03/24/2023 | Void | - |
| AWC EMPLOYEE BENEFIT TRUST | 51717 | 03/24/2023 | Void | - |
| DEPARTMENT OF LABOR AND INDUSTRIES | 51718 | 03/24/2023 | City of Kenmore | 4,950.40 |
| DEPARTMENT OF LABOR AND INDUSTRIES | 51719 | 03/24/2023 | Void | - |
| EMPLOYMENT SECURITY DEPARTMENT | 51720 | 03/24/2023 | Paid Family & Medical Leave | 3,371.85 |
| EMPLOYMENT SECURITY DEPARTMENT | 51721 | 03/24/2023 | Void | - |
| LINCOLN NATIONAL LIFE INSURANCE | 51722 | 03/24/2023 | Life Ins/ADD & LTD | 1,902.62 |
| MISSION SQUARE / 109964 | 51723 | 03/24/2023 | City of Kenmore 401a | 23,497.32 |
| MISSION SQUARE 457 / 304745 | 51724 | 03/24/2023 | ICMA 457 Deferred Comp | 5,959.40 |
| NATIONAL LIFE OF VERMONT | 51725 | 03/24/2023 | Life Insurance | 123.17 |
| UNITED WAY OF KING COUNTY | 51726 | 03/24/2023 | Employee Charitable Contribution | 40.00 |
| 58 STARS TRAVEL | 51727 | 03/31/2023 | Councilmember Flight to NLC WA DC | 1,203.81 |
| 58 STARS TRAVEL | 51728 | 03/31/2023 | Flight Change 3/23 - 3/29 | 5.99 |
| ACF WEST INC | 51729 | 03/31/2023 | Straw Bales - Drainage Maintenance | 19.54 |
| ACF WEST INC | 51730 | 03/31/2023 | Supplies for Surface Water Projects | 65.09 |
| AM TEST, INC | 51731 | 03/31/2023 | Water Sample Testing - Swamp Creek | 240.00 |
| APPLEONE EMPLOYMENT SERVICES | 51732 | 03/31/2023 | Temp. Svcs - Records Mgmt. Week Ending 3/18 | 1,441.28 |
| APPLEONE EMPLOYMENT SERVICES | 51733 | 03/31/2023 | Temp. Svcs - Records Mgmt. Week Ending 3/11 | 1,801.60 |
| AURORA RENTS | 51734 | 03/31/2023 | Lift Rental for Hangar | 463.05 |
| AURORA RENTS | 51735 | 03/31/2023 | Lift Rental for City Hall | 1,036.35 |
| BAKER, DAVID | 51736 | 03/31/2023 | Sound Transit Meeting Parking Reimbursement | 27.45 |
| BCN TELECOM, INC. | 51737 | 03/31/2023 | 3/15-4/14 City Hall Phones | 804.60 |
| CALPORTLAND COMPANY | 51738 | 03/31/2023 | Gravel for Streets | 472.97 |
| CALPORTLAND COMPANY | 51739 | 03/31/2023 | Gravel for Parks | 74.83 |
| CANON FINANCIAL SERVICES, INC. | 51740 | 03/31/2023 | March Copier Lease | 266.08 |
| CASCADE PEST CONTROL | 51741 | 03/31/2023 | Monthly Rhododendron Park Pest Control | 154.58 |
| CASCADIA LAW GROUP | 51742 | 03/31/2023 | Feb. Cadman Legal Services | 2,109.38 |
| CHICAGO TITLE | 51743 | 03/31/2023 | 14522 84th Ave NE Mailing Labels NOA-PRJ21-0104 | 3.50 |
| CITY OF BELLEVUE | 51744 | 03/31/2023 | Qtr 1 2023 MBP Subscription | 4,840.73 |
| D.P. NICOLI, INC. | 51745 | 03/31/2023 | Drainage Materials for Buried Catch Basin | 301.45 |
| DAILY JOURNAL OF COMMERCE | 51746 | 03/31/2023 | Culvert Project Posting | 144.00 |

IX. A. Approve

Total Check #s 51714 through 51818 totaling \$451,549.27 a...

| | | | | |
|-----------------------------------|-------|------------|--|-----------|
| DEBUG MOBILITY PRODUCTS | 51747 | 03/31/2023 | Stainless Steel Beach Wheelchair | 2,865.00 |
| EARTHCRAFT SERVICES, INC. | 51748 | 03/31/2023 | Parks Maint. - Goats for Blackberry Removal | 1,651.50 |
| FERGUSON ENTERPRISES INC #3011 | 51749 | 03/31/2023 | Quick Set Patch Cement | 168.97 |
| FERGUSON ENTERPRISES INC #3011 | 51750 | 03/31/2023 | Quick Patch Cement | 168.97 |
| FERGUSON ENTERPRISES INC #3011 | 51751 | 03/31/2023 | Drainage Materials - Test Ball Plug | 1,206.66 |
| GIRL SCOUTS OF WESTERN WA | 51752 | 03/31/2023 | Refund of Hangar Reservation Deposit | 150.00 |
| HDR ENGINEERING, INC | 51753 | 03/31/2023 | 16-C1625 Jan. Juanita Dr. Engineering Svcs | 4,481.34 |
| HDR ENGINEERING, INC | 51754 | 03/31/2023 | 16-C1625 1/29-2/25 Juanita Dr. Engineering Svcs | 88,337.46 |
| HERRERA ENVIRONMENTAL CONSULTANTS | 51755 | 03/31/2023 | 22-C2787 Aquatic Plant Survey/Reporting | 276.40 |
| J. A. BRENNAN ASSOCIATES, PLLC | 51756 | 03/31/2023 | 22-C2865 TI' awh-ah-dees Park Signage 2/25-3/24 | 7,541.46 |
| KENMORE HERITAGE SOCIETY | 51757 | 03/31/2023 | Reimbursement - Plant Markers @ TI' awh-ah-dees | 670.00 |
| KING COUNTY FINANCE | 51758 | 03/31/2023 | Feb. Adult/Juvenile Detention | 262.25 |
| KING COUNTY RECORDER'S OFFICE | 51759 | 03/31/2023 | Recording Fees for CE21-008 & CE22-0003 | 227.50 |
| KING COUNTY TREASURY | 51760 | 03/31/2023 | Property Taxes for 22 City Owned Parcels | 21,622.21 |
| KING COUNTY TREASURY | 51761 | 03/31/2023 | Void | - |
| KPFF CONSULTING ENGINEERS | 51762 | 03/31/2023 | 19-C2098 1/28-2/24 Professional Svcs | 15,857.79 |
| KPFF CONSULTING ENGINEERS | 51763 | 03/31/2023 | 22-C2862 On-Call Consulting Svcs through 2/24 | 1,998.21 |
| MEEHAN, NANCY | 51764 | 03/31/2023 | Reimbursement for Chamber Board Expenses | 46.04 |
| NATIONAL BARRICADE CO., LLC | 51765 | 03/31/2023 | Traffic Control Signage | 619.55 |
| NORTHSHORE UTILITY DIST | 51766 | 03/31/2023 | 1/15-3/15 Hangar/PW Shop Site/Irrigation Charges | 1,238.46 |
| NORTHSHORE UTILITY DIST | 51767 | 03/31/2023 | 1/15-3/15 Hangar Water/Sewer | 456.67 |
| NORTHSHORE UTILITY DIST | 51768 | 03/31/2023 | 1/15-3/15 Water/Sewer @ 18727 73rd NE | 411.05 |
| NORTHSHORE UTILITY DIST | 51769 | 03/31/2023 | 1/15-3/15 City Hall Water/Sewer | 492.38 |
| NW ENVIRONMENTAL TRAINING CENTER | 51770 | 03/31/2023 | Bridgit Baker CESL Training Course | 195.00 |
| OFFICE DEPOT | 51771 | 03/31/2023 | Ergonomic Keyboard | 131.05 |
| OFFICE DEPOT | 51772 | 03/31/2023 | Engineering - Calculator | 22.34 |
| OFFICE DEPOT | 51773 | 03/31/2023 | Misc. Office Supplies | 208.85 |
| OFFICE DEPOT | 51774 | 03/31/2023 | Misc. Office Supplies | 192.07 |
| OFFICE DEPOT | 51775 | 03/31/2023 | Void | - |
| OSBORN CONSULTING INC. | 51776 | 03/31/2023 | 19-C2012 Feb. Muck Creek Mitigation | 4,169.41 |
| OSBORN CONSULTING INC. | 51777 | 03/31/2023 | 19-C2012 Feb. NE 190th St. Culvert Ph 2 | 2,624.49 |
| OSBORN CONSULTING INC. | 51778 | 03/31/2023 | 19-C2012 Feb. Citywide Fish Barrier Prioritization | 18,332.72 |
| PACE ENGINEERS, INC. | 51779 | 03/31/2023 | 21-C2667 February On-Call Services | 1,961.00 |
| PACIFIC AIR CONTROL, INC. | 51780 | 03/31/2023 | City Hall HVAC Quarterly Maint. Fee | 2,423.30 |
| PARAMETRIX INC | 51781 | 03/31/2023 | 1/29-2/25 2024 Transportation Element Update | 3,405.12 |

IX. A. Approve

Total Check #s 51714 through 51818 totaling \$451,549.27 a...

| | | | | |
|-------------------------------------|-------|------------|---|-----------|
| POLYGON WLH LLC | 51782 | 03/31/2023 | Refund Deposit PRJ17-0132/ENG17-0975 | 7,500.00 |
| PROMOTIONS NOW | 51783 | 03/31/2023 | Foil Roll Labels - Stickers | 236.05 |
| PUGET SOUND ENERGY | 51784 | 03/31/2023 | 2/14-3/15 Parks/Hangar/CH Gas/Traffic Signals | 6,013.80 |
| PUGET SOUND ENERGY | 51785 | 03/31/2023 | Refund Overpayment Permit #19096 | 119.00 |
| RED BARN ENGINEERING, INC. | 51786 | 03/31/2023 | 21-C2666 1/30-2/26 On-Call Engineering Svcs | 7,726.00 |
| RED BARN ENGINEERING, INC. | 51787 | 03/31/2023 | 21-C2666 11/21-12/16 On-Call Engineering Svcs | 9,302.00 |
| RED BARN ENGINEERING, INC. | 51788 | 03/31/2023 | 21-C2666 2/27-3/26 On-Call Engineering Svcs | 6,326.00 |
| REGIONAL CRISIS RESPONSE AGENCY | 51789 | 03/31/2023 | Qtr 2 - Regional Crisis Response Program | 41,049.69 |
| RFI ENTERPRISES INC. | 51790 | 03/31/2023 | Call Out for Service on City Hall Doors | 1,286.39 |
| RICK BURNSTEAD CONSTRUCTION, LLC | 51791 | 03/31/2023 | PRJ17-0036/ENG18-1893 Deposit Refund | 2,932.00 |
| ROBERT SAYRE-MCCORD | 51792 | 03/31/2023 | Void | - |
| SHANNON & WILSON, INC. | 51793 | 03/31/2023 | 19-C2122 Feb. On-Call Geotech svcs/Petisme | 1,425.00 |
| SHANNON & WILSON, INC. | 51794 | 03/31/2023 | 19-C2122 Feb. On-Call Geotech Svcs/Martin | 1,425.00 |
| SISKUN POWER EQUIPMENT | 51795 | 03/31/2023 | Pole Pruner/Engine Oil | 461.28 |
| SMS CLEANING, INC. | 51796 | 03/31/2023 | Mar. City Hall/Hangar/PW Office Janitorial | 6,495.00 |
| SREBNIK, DEBRA | 51797 | 03/31/2023 | 3/24-3/27 NLC Meals & Parking | 135.56 |
| STAPLES ADVANTAGE | 51798 | 03/31/2023 | City Hall Maintenance Supplies | 17.55 |
| STAPLES ADVANTAGE | 51799 | 03/31/2023 | City Hall Maintenance Supplies | 247.71 |
| STAPLES ADVANTAGE | 51800 | 03/31/2023 | Batteries | 15.40 |
| STAPLES ADVANTAGE | 51801 | 03/31/2023 | City Hall & Hangar Maintenance Supplies | 704.58 |
| STEPHANIE LUCASH | 51802 | 03/31/2023 | Per Diem - Fairbanks AK NW Manager's Conf. | 221.25 |
| STEWART MACNICHOLS HARMELL, INC. | 51803 | 03/31/2023 | February Public Defense Services | 5,000.00 |
| SUPERION, LLC | 51804 | 03/31/2023 | TRAKIT 19.3 Upgrade | 4,815.00 |
| THE EVP GROUP | 51805 | 03/31/2023 | Jan. & Feb. Business Training/Consulting | 5,000.00 |
| TOTAL LANDSCAPE CORP | 51806 | 03/31/2023 | City Hall & Parks Landscaping | 5,030.02 |
| TRUGREEN | 51807 | 03/31/2023 | Moorlands Field Lime Application | 338.01 |
| VENTILATION POWER CLEANING, INC. | 51808 | 03/31/2023 | 22-C2779 3/20 Vactor Truck Services | 1,950.00 |
| VENTILATION POWER CLEANING, INC. | 51809 | 03/31/2023 | 22-C2779 3/16 Vactor Truck Services | 1,260.00 |
| VENTILATION POWER CLEANING, INC. | 51810 | 03/31/2023 | 22-C2779 3/16 Vactor Truck Services | 1,701.30 |
| WA RECREATION & PARK ASSOC. | 51811 | 03/31/2023 | Annual Membership through 4/19/24 | 1,250.00 |
| WA STATE DEPT OF LABOR & INDUSTRIES | 51812 | 03/31/2023 | City Hall & Boathouse Annual Elevator Certificate | 243.10 |
| WA STATE DEPT OF TRANSPORTATION | 51813 | 03/31/2023 | Feb. 68th (175th & 181st) Signal Maintenance | 422.01 |
| WESTLAKE HARDWARE WA-153 | 51814 | 03/31/2023 | Supplies & Maint. Materials | 215.01 |
| WILLIAMS, KASTNER & GIBBS PLLC | 51815 | 03/31/2023 | Feb. Misc. Attorney Services | 674.50 |

IX. A. Approve

Total Check #s 51714 through 51818 totaling \$451,549.27 a...

| | | | | |
|---|-----------------|------------|--------------------------------------|----------------------|
| WILLIAMS, KASTNER & GIBBS PLLC | 51816 | 03/31/2023 | Nov. 2022 Ridout Special Counsel | 888.88 |
| WM CORPORATE SVCS-COLUMBIA RIDGE LANDFILL | 51817 | 03/31/2023 | 3/15 Street Sweeper Disposal Fees | 2,889.62 |
| ROBERT SAYRE-MCCORD | 51818 | 03/31/2023 | Reimbursement for Ergonomic Mouse | 49.60 |
| DRS 457 | DFT0001540 | 03/24/2023 | DRS 457 Deferred Comp | 555.00 |
| AVIDIA HEALTH | DFT0001541 | 03/24/2023 | Employee Health Savings Contribution | 142.30 |
| DEPARTMENT OF RETIREMENT SYSTEMS | DFT0001542-1548 | 03/24/2023 | Public Employees Retirement | 34,852.19 |
| NAVIA | DFT0001549 | 03/24/2023 | Employee Flexible Spending Account | 996.48 |
| BANK OF AMERICA 941 | DFT0001550 | 03/24/2023 | Federal Taxes | 27,668.44 |
| KELLEY, MIGUEL | 10210 | 3/24/2023 | Payroll Check | 2,380.15 |
| PAYROLL | Electronic Dep. | 3/24/2023 | Direct Deposit | 149,410.18 |
| TOTAL | | | | <u>\$ 946,923.38</u> |

IX. A. Approve
Total Check #s 51714 through 51818 totaling \$451,549.27 a...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2023 - 03/31/2023

Vendor Set: Vendor Set 01

| Vendor | Name | Volume |
|--------|---|-----------|
| 0022 | ASSOCIATION OF WA CITIES | 21369.16 |
| 0024 | BAKER, DAVID | 440.11 |
| 0064 | CASCADE PEST CONTROL | 463.74 |
| 0067 | CENTER FOR HUMAN SERVICES | 5550 |
| 0076 | CITY OF BELLEVUE | 15576 |
| 0083 | CITY OF LAKE FOREST PARK | 54026 |
| 0092 | CODE PUBLISHING COMPANY | 155.25 |
| 0099 | CONSOLIDATED PRESS | 5807.71 |
| 0109 | DAILY JOURNAL OF COMMERCE | 679.9 |
| 0121 | REPUBLIC SERVICES | 3363.1 |
| 0130 | EMPLOYMENT SECURITY DEPARTMENT | 9536.06 |
| 0137 | FERGUSON ENTERPRISES INC #3011 | 2567.22 |
| 0151 | CALPORTLAND COMPANY | 1164.8 |
| 0173 | HOME DEPOT CREDIT SERVICES | 858.16 |
| 0184 | INSLEE, BEST, DOEZIE & RYDER, P.S. | 66260.73 |
| 0191 | INTERNATIONAL INST OF MUNI CLERKS | 225 |
| 0197 | JET CITY PRINTING | 526.28 |
| 0205 | KENMORE HERITAGE SOCIETY | 670 |
| 0213 | KING COUNTY ANIMAL SVCS | 200 |
| 0219 | KING COUNTY FINANCE | 109351.89 |
| 0230 | KING COUNTY RADIO COMM SERVICES | 319.84 |
| 0235 | KING COUNTY TREASURY | 52836.62 |
| 0251 | LIGHTHOUSE CONSULTING INC | 26246.64 |
| 0260 | MEEHAN, NANCY | 46.04 |
| 0261 | PENDLETON CONSULTING LLC | 2534.73 |
| 0267 | MR. T'S TROPHIES & AWARDS LLC | 248.99 |
| 0286 | NORTHSHORE SCHOOL DISTRICT | 15312 |
| 0287 | NORTHSHORE SENIOR CENTER | 13750 |
| 0288 | NORTHSHORE UTILITY DIST | 36879.04 |
| 0289 | NORTHSHORE YMCA | 10000 |
| 0292 | HONEY BUCKET | 470.25 |
| 0300 | OFFICE DEPOT | 1538.1 |
| 0304 | OLYMPIC ENVIRONMENTAL RESOURCES INC | 7339 |
| 0310 | PACIFIC TOPSOILS | 2416.57 |
| 0311 | PARAMETRIX INC | 32684.63 |
| 0314 | PETTY CASH CUSTODIAN | 357.66 |
| 0328 | PUGET SOUND ENERGY | 108765.45 |
| 0329 | PUGET SOUND FINANCE OFFICERS ASSOC | 75 |
| 0345 | SEATTLE TIMES | 2063.84 |
| 0355 | STAPLES ADVANTAGE | 2658.48 |
| 0356 | STATE AUDITOR'S OFFICE | 1623.3 |
| 0357 | STEWART MACNICHOLS HARMELL, INC. | 15000 |
| 0365 | TOTAL LANDSCAPE CORP | 19604.16 |
| 0371 | UNITED STATES POSTMASTER | 2122.85 |
| 0375 | US POSTAL SERVICE (HASLER) | 3617.59 |
| 0385 | WA ASSOC OF BUILDING OFFICIALS | 720 |
| 0387 | WA CITIES INSURANCE AUTHORITY | 643692 |
| 0390 | WA FINANCE OFFICERS ASSOCIATION | 150 |
| 0400 | WASHINGTON STATE DEPT OF REVENUE | 22770.22 |
| 0401 | WA STATE DEPT OF TRANSPORTATION | 2336.91 |
| 0405 | WASHINGTON STATE OFFICE CASH MGMT | 385.5 |
| 0412 | WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL | 10365.13 |

IX. A. Approve
Total Check #s 51714 through 51818 totaling \$451,549.27 a...

Vendor Purchasing Report

Page 8 of 10
For Date Range 01/01/2023 - 03/31/2023

Vendor Set: Vendor Set 01

| Vendor | Name | Volume |
|--------|-------------------------------------|-----------|
| 0424 | MISSION SQUARE 457 / 304745 | 31691.07 |
| 0425 | DRS 457 | 3230 |
| 0426 | AFLAC | 627.12 |
| 0428 | BANK OF AMERICA 941 | 152938.9 |
| 0429 | AWC EMPLOYEE BENEFIT TRUST | 253153.62 |
| 0431 | DEPARTMENT OF RETIREMENT SYSTEMS | 192426.36 |
| 0432 | DEPARTMENT OF LABOR AND INDUSTRIES | 13673.82 |
| 0434 | UNITED WAY OF KING COUNTY | 120 |
| 0436 | NATIONAL LIFE OF VERMONT | 369.51 |
| 0448 | UPS STORE KENMORE | 83.52 |
| 0449 | ACF WEST INC | 84.63 |
| 0450 | AURORA RENTS | 2474.2 |
| 0473 | ARTS OF KENMORE | 4750 |
| 0484 | CITY WIDE FENCE COMPANY, INC | 11158.64 |
| 0494 | SECRETARY OF STATE | 292.86 |
| 0542 | AMERICAN SOCIETY OF COMPOSERS | 420 |
| 0550 | KING COUNTY RECORDER'S OFFICE | 227.5 |
| 0558 | SNOHOMISH COUNTY | 3765 |
| 0610 | WA STATE DEPT OF TRANSPORTATION | 153.68 |
| 0685 | PACE ENGINEERS, INC. | 3751 |
| 0689 | DIGITAL REPROGRAPHICS SERVICES INC. | 126.27 |
| 0690 | BUILDERS EXCHANGE OF WASHINGTON INC | 82.8 |
| 0692 | HDR ENGINEERING, INC | 183538.52 |
| 0696 | AMERICAN GENERAL LIFE GPO/400S | 751.56 |
| 0781 | QUALITY BUSINESS SYSTEMS INC. | 1333.94 |
| 0817 | GRAINGER | 2662.55 |
| 0851 | EVERMARK, LLC | 264.86 |
| 0892 | JACOBS ENGINEERING GROUP | 10862.55 |
| 0899 | SHRED IT, C/O STERICYCLE, INC> | 1016.78 |
| 0913 | KENMORE ELEMENTARY | 1250 |
| 0937 | ZUMAR | 1650.95 |
| 0981 | COMCAST BUSINESS | 708.04 |
| 0994 | GORDON THOMAS HONEYWELL | 9030 |
| 1003 | iWORQ SYSTEMS | 2800 |
| 1010 | WESTLAKE HARDWARE WA-153 | 2067.48 |
| 1052 | FIRE PROTECTION, INC | 2543.31 |
| 1068 | WA STATE DEPT OF LABOR & INDUSTRIES | 243.1 |
| 1123 | AM TEST, INC | 680 |
| 1140 | PAWS | 220 |
| 1197 | MILLER STEPHENS, MARY | 2500 |
| 1267 | AUTOMATED CONTROLS/ALBIREO ENERGY | 1079.64 |
| 1297 | GOVERNMENT FINANCE RESEARCH GROUP | 1995 |
| 1299 | VERIZON WIRELESS | 160.14 |
| 1313 | BOTHELL KENMORE CHAMBER OF COMMERCE | 2100 |
| 1331 | KBA INC. | 94824.46 |
| 1337 | STATE OF WA DEPT. OF LICENSING | 2.16 |
| 1383 | CHICAGO TITLE | 397.98 |
| 1385 | AZTECA SYSTEMS, LLC/CITYWORKS | 605.55 |
| 1390 | UTILITIES UNDERGROUND LOCATION CTR | 334.11 |
| 1403 | OSBORN CONSULTING INC. | 119012.6 |
| 1431 | BRIEN, GAYLYNN | 100 |
| 1452 | CITY OF KENT | 500 |
| 1459 | FLEMINGS HOLIDAY LIGHTING LLC | 1598.51 |
| 1482 | HIGHWIRE | 2059.7 |
| 1485 | WA ASSOC OF PUBLIC RECORDS OFFICERS | 25 |
| 1504 | SCORE | 37867.9 |
| 1544 | METROPOLITAN TRANS. COMMISSION | 2000 |
| 1547 | LOYUK, SAMANTHA | 513.5 |

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Total Check #s 51714 through 51818 totaling \$451,549.27 a...

Vendor Purchasing Report

Page 8 of 10
For Date Range 01/01/2023 - 03/31/2023

Vendor Set: Vendor Set 01

| Vendor | Name | Volume |
|--------|---|-----------|
| 1550 | THE EVP GROUP | 5000 |
| 1555 | LINCOLN NATIONAL LIFE INSURANCE | 5387.33 |
| 1596 | NW ENVIRONMENTAL TRAINING CENTER | 195 |
| 1629 | WESTERN DISPLAY FIREWORKS, LTD. | 6875 |
| 1634 | SREBNIK, DEBRA | 674.36 |
| 1673 | KPFF CONSULTING ENGINEERS | 82129.79 |
| 1689 | MOTT MACDONALD GROUP, INC. | 23311.08 |
| 1711 | SOFTWAREONE, INC. | 16135.49 |
| 1731 | NORTHWEST ARBORICULTURE LLC | 7491.2 |
| 1754 | RFI ENTERPRISES INC. | 1286.39 |
| 1763 | REID, JAMES FALCONER | 3995 |
| 1816 | NAVIA | 13224.73 |
| 1828 | QUALITY BUSINESS SYSTEMS / WELLS FARGO | 1352.28 |
| 1838 | AVIDIA HEALTH | 803.8 |
| 1884 | HEIDELBERG MATERIALS | 1119.09 |
| 1885 | NATIONAL BARRICADE CO., LLC | 619.55 |
| 1889 | WILLIAMS, KASTNER & GIBBS PLLC | 674.5 |
| 1914 | MCNAMARA SIGNS | 2235.03 |
| 1930 | T MOBILE USA, INC. | 2764.16 |
| 1943 | BALDWIN DESIGN WORKS, LTD. | 1469 |
| 1960 | WALTER E. NELSON CO. | 1393.38 |
| 1979 | MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING | 1500 |
| 1980 | HRA VEBa TRUST | 20545.92 |
| 1991 | WASHINGTON STATE TREASURER | 4451 |
| 1993 | HYAS GROUP, LLC | 3750 |
| 1994 | LAKE CITY PARTNERS ENDING HOMELESSNESS | 1125 |
| 1999 | KING COUNTY POLICE CHIEFS ASSOCIATION | 50 |
| 2004 | RED BARN ENGINEERING, INC. | 24830 |
| 2048 | SMS CLEANING, INC. | 19485 |
| 2052 | J. A. BRENNAN ASSOCIATES, PLLC | 24006.96 |
| 2078 | WA RECREATION & PARK ASSOC. | 1250 |
| 2081 | SHANNON & WILSON, INC. | 2850 |
| 2137 | ECIVIS, INC. | 4000 |
| 2142 | MISSION SQUARE / 109964 | 131459.5 |
| 2175 | ELECTRONIC BUSINESS MACHINES | 209.41 |
| 2176 | CANON FINANCIAL SERVICES, INC. | 798.24 |
| 2183 | SISKUN POWER EQUIPMENT | 877.85 |
| 2210 | PACWEST MACHINERY | 1976.31 |
| 2221 | O'REILLY/FIRST CALL | 157.34 |
| 2236 | COMCAST | 6271.86 |
| 2249 | KING COUNTY BAR ASSOCIATION | 250 |
| 2250 | NAMI EASTSIDE | 750 |
| 2252 | TRUGREEN | 338.01 |
| 2254 | U.S. BANK PURCHASE CARDS | 55065.19 |
| 2262 | DILIGENT CORPORATION | 17736.86 |
| 2270 | LAKESIDE INDUSTRIES | 1185.78 |
| 2282 | RICK BURNSTEAD CONSTRUCTION, LLC | 2932 |
| 2284 | ENVIROTECH | 7973.66 |
| 2285 | QUALITY WATER FINANCIAL | 547.77 |
| 2327 | PACIFIC AIR CONTROL, INC. | 3649.81 |
| 2330 | PROMOTIONS NOW | 236.05 |
| 2334 | NORTHSHORE YOUTH SOCCER ASSOC. | 55 |
| 2338 | 58 STARS TRAVEL | 2442.6 |
| 2360 | O'CAIN, MELANIE | 295.5 |
| 2361 | BFI 4 LLC | 2000 |
| 2369 | MARIA SZABLYA RIVAS | 150 |
| 2386 | CECCANTI, INC. | 401677.46 |
| 2393 | SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHW | 457.47 |

IX. A. Approve
Total Check #s 51714 through 51818 totaling \$451,549.27 a...

Vendor Purchasing Report

Page 88 of 105
For Date Range 01/01/2023 - 03/31/2023

Vendor Set: Vendor Set 01

| Vendor | Name | Volume |
|--------|---|-----------|
| 2396 | ZIPLY FIBER | 1647.7 |
| 2403 | AMERICALL | 298.62 |
| 2425 | THOMCO CONSTRUCTION, INC. | 689875.89 |
| 2459 | NELSON ELECTRIC, INC. | 2329.17 |
| 2464 | D.P. NICOLI, INC. | 301.45 |
| 2468 | DAVIDSON MACRI SWEEPING, INC. | 4157.38 |
| 2484 | LUKASZ LISOWSKI | 322.64 |
| 2486 | CASCADIA LAW GROUP | 5259.38 |
| 2489 | THE ORIGINAL POOP BAGS | 1319.89 |
| 2503 | NORTH AMERICAN SAFETY, INC. | 3098.5 |
| 2530 | CASCADIA CONSULTING GROUP, INC. | 18691.25 |
| 2531 | BCN TELECOM, INC. | 1619.56 |
| 2537 | HUNTINGTON TECHNOLOGY FINANCE | 44525.18 |
| 2540 | CHILD CARE RESOURCES | 375 |
| 2545 | KLB CONSTRUCTION, INC. | 186696.85 |
| 2561 | PRR, INC | 20827.83 |
| 2570 | H.D. FOWLER COMPANY | 491.43 |
| 2577 | APPLEONE EMPLOYMENT SERVICES | 7927.04 |
| 2578 | CENTRICITY GIS, LLC | 375 |
| 2579 | CHANIN KELLY-RAE CONSULTING LLC | 9790 |
| 2589 | ABRACADABRA PRINTING | 1350.56 |
| 2598 | WAGNER ARCHITECTS | 49354 |
| 2617 | STRIDER CONSTRUCTION CO., INC. | 614825.81 |
| 2618 | STEPHANIE LUCASH | 512.91 |
| 2641 | VENTILATION POWER CLEANING, INC. | 6176.3 |
| 2660 | WASHINGTON FEDERAL BANK | 15498.93 |
| 2661 | JASON RICHARD SPERLING | 200 |
| 2667 | CREATION ORGANICS, LLC | 2182.38 |
| 2691 | E SQUARED SYSTEMS, LLC | 132.12 |
| 2692 | PREMIER MEDIA GROUP | 1000 |
| 2707 | ONTRA MARKETING GROUP | 225 |
| 2728 | NARWHAL MET, LLC | 800 |
| 2731 | ROBERT SAYRE-MCCORD | 148.8 |
| 2736 | PAUL LEE | 28684 |
| 2737 | THERESA TIMMES KING | 150 |
| 2738 | JULIANA FISHER | 150 |
| 2745 | HOME COMFORT ALLIANCE | 228.48 |
| 2747 | CHRISTINE CABATIT | 298.49 |
| 2748 | GOURAV MITRA | 250 |
| 2750 | MID SOUND FISHERIES | 250 |
| 2751 | MERANDA DIRECTO | 311.85 |
| 2752 | MEADOWDALE MARINA LLC | 7500 |
| 2755 | CITY OF KIRKLAND | 41049.69 |
| 2756 | DIVYA GATTU | 150 |
| 2757 | KAT ZUO | 100 |
| 2758 | ALEXA'S CATERING INC. | 1531 |
| 2759 | SAID HAMOOD | 150 |
| 2761 | KARA VAN LUCHENE | 150 |
| 2762 | APPLIANCE REPAIR MM LLC | 78.73 |
| 2763 | LA CONNER INN | 758 |
| 2764 | RHOMAR INDUSTRIES, INC. | 42.96 |
| 2765 | TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESC | 4433.02 |
| 2767 | GAMES2U | 572.5 |
| 2769 | DEBUG MOBILITY PRODUCTS | 2865 |
| 2770 | EARTHCRAFT SERVICES, INC. | 1651.5 |
| 2771 | GIRL SCOUTS OF WESTERN WA | 150 |
| 2772 | POLYGON WLH LLC | 7500 |
| 2773 | REGIONAL CRISIS RESPONSE AGENCY | 41049.69 |

IX. A. Approve
Total Check #s 51714 through 51818 totaling \$451,549.27 a...

Vendor Set Vendor Set 01 Total: 5260487.23











03-31-2023

Final Audit Report

2023-04-03

| | |
|-----------------|--|
| Created: | 2023-04-03 |
| By: | Carla Schnee (cschnee@kenmorewa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAVtEU9EiiB8kc3vmZ4cRSHLwP7D8o39lr |

"03-31-2023" History

-  Document created by Carla Schnee (cschnee@kenmorewa.gov)
 2023-04-03 - 10:08:45 PM GMT- IP address: 50.235.209.34
-  Document emailed to mmerrell@kenmorewa.gov for signature
 2023-04-03 - 10:11:52 PM GMT
-  Email viewed by mmerrell@kenmorewa.gov
 2023-04-03 - 10:12:30 PM GMT- IP address: 50.235.209.34
-  Signer mmerrell@kenmorewa.gov entered name at signing as Melinda Merrell
 2023-04-03 - 10:13:01 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Melinda Merrell (mmerrell@kenmorewa.gov)
 Signature Date: 2023-04-03 - 10:13:03 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to slucash@kenmorewa.gov for signature
 2023-04-03 - 10:13:04 PM GMT
-  Email viewed by slucash@kenmorewa.gov
 2023-04-03 - 10:48:46 PM GMT- IP address: 98.59.175.178
-  Signer slucash@kenmorewa.gov entered name at signing as Stephanie Lucash
 2023-04-03 - 10:49:24 PM GMT- IP address: 98.59.175.178
-  Document e-signed by Stephanie Lucash (slucash@kenmorewa.gov)
 Signature Date: 2023-04-03 - 10:49:26 PM GMT - Time Source: server- IP address: 98.59.175.178
-  Agreement completed.
 2023-04-03 - 10:49:26 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



City Council Business Agenda Item City of Kenmore, WA

| | | | | | | | | | | | |
|--|--|-------------------------------------|----------------------------------|-----------------------------------|---------------------------|--------------------------------------|----------------------------|----------------------------------|------------------|--|---------------------------|
| <p>Subject/Topic: Kenmore Municipal Code Title 12 Update Discussion</p> <p>Proposed Council Action/Motion: No action needed</p> | <p>For Council Meeting Agenda of: April 17, 2023</p> <p>Departments: Public Works Engineering</p> <p>Prepared by: John Vicente, Engineering Director</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Approved by Department Head:</td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>JV 4/4/2023</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>DR 3/16/2023</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>NA</u></td></tr> <tr> <td></td><td style="text-align: right;"><u>SL 4/6/2023</u></td></tr> </table> <p>Exhibits/Attachments: Attachment A: Title 12 Red Lined Changes Attachment B: Title 12 Changes, Clean Copy Attachment C: Summary of Changes Made</p> | Approved by Department Head: | <u>Initial & Date</u> | Approved by City Attorney: | <u>JV 4/4/2023</u> | Approved by Finance Director: | <u>DR 3/16/2023</u> | Approved by City Manager: | <u>NA</u> | | <u>SL 4/6/2023</u> |
| Approved by Department Head: | <u>Initial & Date</u> | | | | | | | | | | |
| Approved by City Attorney: | <u>JV 4/4/2023</u> | | | | | | | | | | |
| Approved by Finance Director: | <u>DR 3/16/2023</u> | | | | | | | | | | |
| Approved by City Manager: | <u>NA</u> | | | | | | | | | | |
| | <u>SL 4/6/2023</u> | | | | | | | | | | |
| <p>Recommendation:</p> <p>No recommendation at this time, seeking discussion and council feedback</p> | | | | | | | | | | | |
| <p>Information/Background:</p> <p>On April 3, 2023, council was provided an overview of changes proposed to Chapters 12.05 through 12.55 of Kenmore Municipal Code (KMC) Title 12. From that discussion, two modifications were made to the proposed draft Title 12 (See Attachment A or B). The following changes were made:</p> <ul style="list-style-type: none"> Chapter 12.45 – Complete Streets. The table identifying possible treatments was retained with the option to explore other techniques not listed in the table. Chapter 12.35.110 – Insurance and Indemnification was modified to allow the city manager to waive the requirements on a case-by-case basis <p>As discussed during the April 3rd council meeting, KMC Title 12 focuses on activity and other actions within the city's right of way. Title 12 currently consists of 19 sections. Of those 19 sections, 3 have been repealed and are no longer in use. Some of the general changes made with the title were global in nature and meant to improve consistency and organization of the title. In general, those changes consisted of:</p> <ul style="list-style-type: none"> Grammatical corrections/edits Consolidation of definitions <p>X. A. Kenmore moved to code (KMC) Title 12.05 for better flow, presented...</p> | | | | | | | | | | | |

- Defined terms were italicized for consistency with the rest of the KMC
- Renaming of terms to be consistent with other documents

Additional changes were made to meet with current state law, to close gaps in the code, and to revise out-of-date information. Attachment C contains a summary of the changes made to each section of Title 12. Items for this evening's discussion are highlighted. Attachment A shows all changes (including the revision noted above) proposed within Title 12 in red-lined/strike-through format. Attachment B contains the changes to Title 12 in clean format.

The discussion on the changes to Title 12 is being presented at 3 different council meetings. The following is the proposed schedule for discussion:

April 3rd :

- Overview of the Title and the purpose for the changes
- Discussion of Chapters 12.05 - 12.55

April 17th:

- Discussion of Chapters 12.58 - 12.70

May 1st:

- Discussion of Chapters 12.80 - 12.95
- Conclusion and final discussion on Title 12

May 22nd:

- Approval of ordinance
- Approve parking removal resolution

Fiscal Considerations:

None. Staff and legal review time were spent to work on this update

Council Goal/Budget Being Addressed:

Council Goal 3: Enhance Multimodal Transportation Implementation including Pedestrian and Bicycle Safety.

Council Goal 4: Develop and Implement a Diversity, Equity, and Inclusion Policy and Program

Council Goal 6: Enhance Public Safety

Title 12

STREETS, SIDEWALKS AND PUBLIC SPACES AND ~~BRIDGES~~

Chapters:

- 12.05** General Provisions
- 12.10** Official Street System
- 12.15** Street Closures and Load Restrictions on Streets
- 12.20** Load Limits on Bridges
- 12.25** *Repealed*
- 12.30** *Repealed*
- 12.35** Rights-of-Way
- 12.40** Permit System for Use of City Real Property
- 12.45** Complete Streets Policy
- 12.50** ~~Street-Road~~ Standards
- 12.55** Utilities on City Rights-of-Way
- 12.58** Wireless Communication Facilities within City Rights-of-Way
- 12.60** Public and Private Utilities on Real Property
- 12.65** Snow Emergency Routes
- 12.70** Sidewalks, Planting Strips and Street Trees
- 12.75** *Repealed*
- 12.80** Integrated Transportation Program
- 12.85** State Route 522 Access Management Program
- 12.90** Transportation Benefit District
- 12.95** Right-of-Way Vacations

Chapter 12.05

GENERAL PROVISIONS

Sections:

- 12.05.010 *Repealed.*
12.05.015 ~~Construction—Intent.~~
12.05.020 Financial guarantees authorized.
12.05.030 Definitions.
12.05.040 Removal of facilities/~~equipment and personal property~~ in City rights-of-way.
12.05.050 Violation – Enforcement – Penalty.

12.05.010 Relationship to comprehensive plan and Growth Management Act.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.010).]

12.05.015 ~~Construction—Intent.~~

A. This code is enacted to protect and preserve the public health, safety and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes. It is also the purpose of this code to regulate activities within the *rights-of-way* in the interest of public health, safety and welfare; and to provide for the fees, charges, enforcement, and procedures required to administer such regulations.

B. It is expressly the purpose of this code and any procedures adopted hereunder to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code or any procedures adopted hereunder.

C. It is the specific intent of this code and any procedures adopted hereunder to place the obligation of complying with the requirements of this code upon the persons, organizations, ~~franchisees~~ utility, or permittees adjacent to or seeking to use the rights-of-way, and no provision is intended to impose any duty upon the City of Kenmore, or any of its officers, employees or agents. Nothing contained in this code or any procedures adopted hereunder is intended to be or shall be construed to create or form the basis for liability on the part of the City of Kenmore, or its officers, employees or agents, for any injury or damage resulting from the failure of the persons, organizations, ~~franchisees~~ utility, or permittees to comply with the provisions hereof, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this code or any procedures adopted hereunder by the City of Kenmore, its officers, employees or agents.

D. All work performed or contracted by the City within the right-of-way is exempt from the permitting requirements outlined in this Title. [Ord. 18-0458 § 1 (Att. A).]

12.05.020 Financial guarantees authorized.

The ~~department~~ city manager is authorized to require all *applicants* issued permits or approvals under the provisions of this title to post financial guarantees consistent with the provisions of KMC Title 21. [Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.020).]

12.05.030 Definitions.

This section contains definitions of terms used throughout this title.

A. “Abutting property” means real property having a frontage upon or common boundary with the sides or margins of any road or right-of-way.

B.A “Applicant” means a property owner(s), person(s), company, or a public agency, or public or private utility, or authorized agent of the applicant who files an application for a permit under this title requesting approval to access/use publicly owned land or right of way, which owns a right of way or other easement or has been adjudicated the right to such an easement pursuant to RCW 8.12.090, or any person or entity designated or named in writing by the property or easement owner to be the applicant, in an application for a development proposal, permit or approval.

C. “Application” means an application form supplied by the City and completed by the *applicant*, payment for the required application fee(s), and related property site, driveway, roadway, traffic information, and any other documentation as determined necessary by the City in the evaluation of the application.

D. “City” means the City of Kenmore.

E.~~B~~ “City manager” means the City of Kenmore city manager or his or her designee(s).

F. “City engineer” means the city engineer herein authorized with the same powers specified in RCW 36.75.050 and 36.80, or his/her authorized representatives. Whereas “County” shall be replaced with “City” throughout.

G. “City project” means any work performed by the City (either with city personnel or by way of contract) including but not limited to capital projects, *maintenance*, or repair/restoration activities.

H.~~C~~ “City property” means all City real property, including but not limited to recreational trails, *critical areas*, roads, parks and dedicated open space, *that is owned by the City*.

I. “Contractor” means any person, firm, corporation, or other entity who or which, in the pursuit of an independent business undertakes to, or offers to undertake, or submits a bid to, construct, alter, repair, add to, subtract from, improve, develop, move, wreck, demolish, or excavate for any structure, road, sidewalk or other infrastructure below ground, at ground or above ground.

J. “Curb” means a cement, concrete or asphalt raised structure designed to delineate the edge of the travel way or pavement, to separate the vehicular portion from that provided for pedestrians or bicyclists, and for surface water drainage control.

K.~~D~~ “Department” means the City department or outside agency assigned by the city manager to administer a portion of the *City-Municipal* code.

L.~~E~~ “Development” means any activity that requires a permit or approval, including, but not limited to, a *building* permit, grading permit, shoreline substantial development permit, conditional use permit, special use permit, zoning variance or reclassification, subdivision, short subdivision, urban planned development, binding site plan, site development permit or right-of-way use permit (limited, access, and encroachment), *special use permits* *special use permit*, utility permit, right of use agreement, connection permit, or right-of-way vacation.

M.~~F~~ “Encroachment” means any structure, *object*, or *obstructions or objects* *permanent in nature*, including, but not limited to, building extension, marquee, fence, stairway, railing, retaining wall, artwork, *private landscaping*, *barriers*, or any other building or structure constructed, erected or maintained in, over or under any public place, right-of-way, easement, roadway, parking strip and/or sidewalk, including the airspace above them.

N. “Engineering permit” means a *permit* authorizing the use or improvement of privately owned property. Permitted activities include clearing, grading, roads, drainage facilities, utilities.

O “Facility” or “Facilities” means any pole, pipe, line, pipeline, cable, vault, antenna, appurtenances, fixtures, conduit, guys, anchors, vaults, attachments, fencing, or other equipment or structure owned and/or operated by a utility company or public/private agency necessary for a fully functional system.

P. “Franchise” means an agreement granting the non-exclusive right, privilege, and authority to occupy the right-of-way.

Q. “Highway” means the same as “Road.”

R. “Maintenance” means the routine upkeep of the right-of-way or property, equipment, materials, etc. to retain its original function and/or to allow for access or safety.

S. “Permit” means any activity requiring written approval issued by the *City*, subject to conditions stated therein, authorizing the use, construction, alteration, reconstruction, relocation, *maintenance*, or development within the

right-of-way or publicly owned real property. This includes, but not limited to, reclassification of a road, street vacation, and traffic control devices.

T. "Permittee" same as "Applicant."

U. "Professional engineer" means a civil engineer with an active status license in the State of Washington registered in accordance with Chapter 18.43 RCW.

V. "Property owner" means a person(s) or entity with ownership of real (fee title and/or mortgages) or personal property.

W. "Restoration" means activities necessary to replace, repair or otherwise restore the *right-of-way* and adjacent private property and all features contained within to the same or better condition as existed prior to any construction and in compliance with the Road Standards.

X. "Right-of-way" means land and the space above and below, property or property interest, such as a right-of-way use easement, as well as bridges, trestles, or other structures, dedicated to, or otherwise acquired by the City of Kenmore for public motor vehicle, pedestrian, bicycle, or other non-motorized transportation purposes, including, but not limited to, roads and trails, whether or not opened, improved or maintained for public transportation purposes.

Y. "Right-of-way use agreement" is an agreement with the City through which is granted a site-specific and revocable privilege to use city right-of-way at a location identified in the agreement for *facilities* and *wireless communication facilities*, and through which are set forth the terms and conditions for exercising the granted privilege to use the City right-of-way. The *city manager* shall have the discretion to use right-of-way use agreements for other purposes as needed.

~~Z.G~~ "Right-of-way use permit, limited" means a *permit* authorizing ~~a person to enter, the use and/or improvement of~~ the City right-of-way ~~for a designated purpose, typically for a period of time limited to one year or less.~~

~~AA.H~~ "Right-of-way use permit, access" means a *permit* authorizing ~~to enter and the use of~~ unopened City right-of-way for a subdivision or property access, ~~typically for a period of time exceeding one year in duration.~~

~~BB.I~~ "Right-of-way use permit, encroachment" means a *permit* authorizing the use of the City right-of-way for an *encroachment*, ~~typically for a period of time exceeding one year in duration.~~

CC. "Right-of-way utility permit" means a document issued under the authority of the city manager which provides specific authorization, requirements, and conditions for specific utility work at specific locations.

DD. "Road" means the improvements contained within the full width of the right-of-way boundary lines including permanent right-of-way easements obtained for use of the public for purposes of vehicle, pedestrian, and bicycle travel and storm drainage (same as Highway as defined by RCW 46.04.197 and City Street as defined in RCW46.04.120).

EE. "Road Standards" means the City of Kenmore Road Standards adopted under Chapter 12.50 KMC.

FF. "Sidewalk" means that space between the *curb* line or the edge of paved travel lane and the *abutting property*, set aside and intended for the use of pedestrians, improved by paving with cement concrete or asphaltic concrete.

~~GG.J~~ "Special use permit" means a *permit* for the use of *City property* issued pursuant to this title.

HH. "Street" means the same as "Road."

II. "Unimproved *right-of-way*" means any *right-of-way* or portion thereof that has not been improved by the *City* for the use of public transportation. Unimproved right-of-way may contain *facilities*.

JJ.K. “UtilitiesUtility” means private and public providers/owners of utility infrastructure, including water, wastewater, electric, telephone, telegraph, telecommunications, fiber optic, personal-wireless services, cable television, natural gas lines, and solid waste.

KK. “Wireless” means transmissions through the airwaves including, but not limited to, infrared line of sight, cellular, microwave, or satellite.

LL. “Wireless communication facility” generally means an unmanned facility for the transmission and/or reception of radio frequency (RF) signals or other wireless communications, typically consisting of one or more antennas, a transmission or alternative transmission support structure, cables and other transmission equipment, and an equipment enclosure or cabinets. Wireless communication facility shall not include equipment intended solely for internal household or business use such as wireless modems, cellular signal boosters, or personal cellular cellspots.

MM. “Wireless communication provider” means every person that owns, controls, operates or manages a wireless communication facility within the right-of-way for the purpose of offering wireless communications services (i.e. transmission for hire of information in electronic or optical form, including, but limited to, voice, video, or data.

NN. “Work” means any construction or alteration of existing infrastructure, maintenance, or other improvements or actions whether identified under an approved permit or not.

OO. “WSDOT” means the Washington State Department of Transportation. –[Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A).]

12.05.040 Removal of facilities/equipment and personal property in City rights-of-way.

Except as may be required by Chapter 35.99 RCW, any utility, company or person (hereby referred to as owner) that locates any facilities/equipment or personal property in the rights-of-way shall relocate, remove or reroute said facilities/equipment or personal property, as ordered and in the time frame required by the City to accommodate a city project per this Title, at no expense or liability to the City. If an utility-owner fails to timely perform such work/relocation, removal, or reroute, then the city manager may, but is not required to, order and complete all work/actions necessary to remove the facilities/equipment or personal property –from the rights-of-way-to-accommodate a city project. The city manager may require the utilityowner –shallto reimburse the City for the reasonable actual costs of the work of removal, including City overhead (provided that in no event shall such overhead exceed 10 percent of the total costs, fees and expenses of third parties), within 30 days of the City’s invoice for such work. In addition, the utility-owner shall indemnify, protect and hold harmless the City from any third-party claims for service interruptions or other losses in connection with any such change or removal of the facilities/equipment or personal property, other than the City’s negligence or willful misconduct. [Ord. 18-0458 § 1 (Att. A).]

12.05.050 Violation – Enforcement – Penalty.

A. The violation of or failure to comply with any provision of this title is declared to be unlawful. The city manager shall have the authority to enforce this title and to adopt procedures for the purpose of implementing or carrying out other responsibilities required by this title.

B. Any violation or failure to comply with any provision of this title is a civil violation as provided for in Chapter 1.20 KMC, for which a monetary penalty may be assessed and abatement may be required as provided herein.

Unless otherwise noted elsewhere within this Title, the city manager may, but is not required to, seek voluntary correction pursuant to KMC 1.20.070, prior to the assessment of monetary penalties for violation of this title. [Ord. 18-0458 § 1 (Att. A).]

Chapter 12.10

OFFICIAL STREET SYSTEM

Sections:

- 12.10.010 Official street system.
- 12.10.020 ~~Maps are exhibits.~~Repealed.
- 12.10.030 Streets included.
- 12.10.040 ~~Revision of street exhibits.~~Repealed.
- 12.10.050 Additions and deletions ~~made by ordinance.~~
- 12.10.060 ~~Repealed.~~
- 12.10.070 Inclusion of streets which have reverted to City from the County.
- 12.10.080 Inaccuracies corrected.

12.10.010 Official street system.

To provide for the administration, *maintenance*, and dedication of *right-of-way* and improvement of the *City's streets/roads*, the *City* needs to identify the official *City* street system. This system will be shown on maps ~~and/or exhibits~~ which will also show the ~~streets/roads~~ for which the *City* has *maintenance* responsibility. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.010).]

12.10.020 Maps are exhibits.

~~Repealed~~ The aforementioned maps will also be known as exhibits to be indicated by the sheet designation. ~~Computer sheets contained in a loose leaf binder shall be used as reference exhibits in conjunction with the map exhibits. These computer sheets must be revised periodically to correspond with revisions made on the map exhibits.~~ [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.030).]

12.10.030 Streets included.

Only those ~~streets/roads~~ within the boundaries of the *City* shall be considered part of the *City* street system. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.040).]

12.10.040 Revision of street exhibits.

~~Repealed~~ It shall be the responsibility of the city manager to maintain and revise the *City* street exhibits upon ~~direction by the city council. Revisions shall be made as soon as practicable after any change occurs.~~ [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.050).]

12.10.050 Additions and deletions ~~made by ordinance.~~

~~The city manager shall have the Aa~~ authority ~~to make for~~ additions to, deletions from, or characteristic changes ~~in to~~ the ~~streets/roads~~ on the exhibit sheet ~~City maps shall be by ordinance~~, consistent with RCW 35.78.010. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.060).]

12.10.060 Streets constructed by Highway Department included.

~~Repealed by Ord. 11-0330.~~ [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.070).]

12.10.070 Inclusion of streets which have reverted to City from the County.

The *City* street system shall include all ~~streets/roads-right-of-way~~ which reverted to King County prior to incorporation by virtue of prescriptive rights as set forth in RCW 36.75.070 and 36.75.080. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.080).]

12.10.080 Inaccuracies corrected.

If any inaccuracies appear on the ~~exhibits maps that are~~ in conflict with ~~other~~ records on file, the inaccuracies shall be corrected on the ~~exhibits maps, if applicable.~~ and in no case shall affect the provisions of this chapter or the status of the ~~exhibits maps~~ as official designators of the official *City* street system. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.100).]

Chapter 12.15

STREET CLOSURES AND LOAD RESTRICTIONS ON STREETS

Sections:

- 12.15.010 Street closure policy.
12.15.020 Winter and emergency load restrictions.

12.15.010 Street closure policy.

~~The following policy is approved and adopted, and henceforth all~~ All *street* closure and load limit restrictions will be disseminated in accordance with this ~~policy~~Chapter insofar as it is possible to do so.

~~A. Emergency services shall be allowed access through any *street* closure unless otherwise determined by the *city engineer* that such access would result in an unsafe condition to the public or the emergency service provider. If access cannot be provided to emergency services, detours shall be submitted to the *City* and all emergency service providers for approval. A list of streets which will remain open and available for school bus use during thawing conditions will be supplied to each and every school district operating on *City* streets within the *City*.~~

~~B. In the event street closures are required,~~ The school district will be notified prior to 1:00 p.m. *on the first business day of the day* preceding ~~the~~*any *street** closures on *a* school bus routes, ~~to be effective the following day~~. If the morning pickup of children is accomplished, the school district will be permitted to use these routes for the returning of the children to their normal bus stops.

~~C. If sufficient space is available,~~ School buses will be permitted to turn around at the intersection of a school bus route which is closed, and the open route with the minimum maneuvering possible on the closed *street* in the intersection area.

~~D. The *City* will establish the necessary communications with the school district~~ and emergency service providers to provide the proper notifications.

~~E. Street closure as a result of snow~~ inclement weather shall be consistent with the provisions of Chapter 12.65 KMC, all other inclement weather closures shall be consistent with this Chapter and notifications shall be performed in accordance with KMC 12.65.030.

~~F. In the event of an emergency, notification of road closures shall be done as soon as possible.~~

~~G. It shall be at the~~ city manager's discretion to close any *street* and shall have the authority to ~~will~~ initiate *street* closures per this policy, and, unless specified otherwise, closures shall be *City wide*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.010).]

12.15.020 Winter and emergency load restrictions.

The following emergency restrictions shall be in effect on *City streets* during such periods of freezing and thawing conditions as determined by the *city manager*:

REGULAR WINTER LOAD RESTRICTIONS

| Conventional | | Tubeless or Special with 0.5 Marking | |
|--------------|----------------------|--------------------------------------|----------------------|
| Tire Size | Gross Load Each Tire | Tire Size | Gross Load Each Tire |
| 7.00 | 1,800 lbs. | 8-22.5 | 2,250 lbs. |
| 7.50 | 2,250 lbs. | 9-22.5 | 2,800 lbs. |

REGULAR WINTER LOAD RESTRICTIONS

| | | | | | |
|-------|---------|------------|---------|---------|------------|
| 8.25 | | 2,800 lbs. | 10-22.5 | | 3,400 lbs. |
| 9.00 | | 3,400 lbs. | 11-22.5 | | 4,000 lbs. |
| 10.00 | | 4,000 lbs. | 11-24.5 | | 4,000 lbs. |
| 11.00 | | 4,500 lbs. | 12-22.5 | | 4,500 lbs. |
| 12.00 | or over | 4,500 lbs. | 12-24.5 | or over | 4,500 lbs. |

EMERGENCY LOAD RESTRICTIONS

| Conventional Tires | | | Tubeless or Special with 0.5 Marking | | |
|--------------------|---------|----------------------|--------------------------------------|---------|----------------------|
| Tire Size | | Gross Load Each Tire | Tire Size | | Gross Load Each Tire |
| 7.00 | | 1,800 lbs. | 8-22.5 | | 1,800 lbs. |
| 7.50 | | 1,800 lbs. | 9-22.5 | | 1,900 lbs. |
| 8.25 | | 1,900 lbs. | 10-22.5 | | 2,250 lbs. |
| 9.00 | | 2,250 lbs. | 11-22.5 | | 2,750 lbs. |
| 10.00 | | 2,750 lbs. | 11-24.5 | | 2,750 lbs. |
| 11.00 | or over | 3,000 lbs. | 12-22.5 | or over | 3,000 lbs. |

A further load restriction of five tons gross on any vehicle may be placed on streets under severe conditions. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.020).]

Chapter 12.20

LOAD LIMITS ON BRIDGES

Sections:

- 12.20.010 Gross weight allowed and notification.
- 12.20.020 ~~Limited special-p~~Permits.
- 12.20.030 Maximum gross vehicle weight.
- 12.20.040 Enforcement and penalty.
- 12.20.050 ~~Repealed~~~~West Sammamish River Bridge (1071AW).~~

12.20.010 Gross weight allowed and notification.

A. It is unlawful for any person to operate a vehicle over any *City* bridge when such vehicle has a gross weight that is greater than the posted maximum weight for that bridge, unless the driver is in possession of a ~~limited special-permit~~ Right-of-way use permit, limited – Type B per KMC 12.035.040 issued by the *city manager*.

B. Notice of closing of individual bridges to certain classes or weights of vehicles shall be:

1. Published in a local newspaper of general circulation; and
2. Posted on signs at each end of subject bridge, on or prior to the date of publication. All signs shall be erected and maintained in accordance with RCW 46.61.450 and 47.36.030.

C. Maximum gross weights for vehicles operating over *City* bridges shall be established by ordinance in accordance with RCW 46.44.080.

D. The *city* ~~manager-engineer~~ shall have the authority by administrative determination to immediately impose temporary gross weight limits on bridges based on the results of an engineering ~~and traffic~~ investigation. The *city* ~~manager-engineer~~ shall have the authority to immediately erect and maintain official traffic control devices for temporary gross weight limits on bridges in accordance with Chapter 46.90 RCW, WAC 308-330-265 and Chapter 10.05 KMC. The temporary gross weight limits on bridges shall be in effect for not longer than one year from the date of posting or until the weight limits are established by ordinance. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.010).]

12.20.020 ~~Limited special-p~~Permits.

The *city manager* is authorized to issue ~~limited special~~ permits for the safe use of load limited bridges by emergency vehicles and other vehicles exceeding the posted maximum weight. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.015).]

12.20.030 Maximum gross vehicle weight.

Those *City* bridges that are posted are done so pursuant to definitions and standards for maximum gross vehicle weight contained in Chapter 46.44 RCW, particularly the vehicle weight table of RCW 46.44.041. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.020).]

12.20.040 Enforcement and penalty.

Any violation of this chapter is a traffic infraction and subject to a penalty of \$250.00. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.170).]

12.20.050 West Sammamish River Bridge (1071AW).

~~The use of Bridge 1071AW shall be prohibited to weight/loads in excess of sixteen (16) tons for three axle vehicles (Type 3), twenty five (25) tons for five axle vehicles (Type 3S2), and twenty seven (27) tons for six axle vehicles (Type 3-3) until further notice. Violators of weight restrictions shall be subject to the fines, penalties and forfeitures as established by KMC 12.20.040. By general rule as allowed by RCW 46.44.080, emergency vehicles are allowed on the bridge, regardless of weight.~~ [Ord. 14-0374 § 1.]

Chapter 12.25

STANDARD SPECIFICATIONS FOR STREET AND BRIDGE CONSTRUCTION

(Repealed by Ord. 05-0231)

Chapter 12.30

STREET CONSTRUCTION RULES ADOPTED

(Repealed by Ord. 05-0231)

Chapter 12.35

RIGHTS-OF-WAY

Sections:

- 12.35.010 *Repealed.*
- 12.35.015 *Repealed.*
- 12.35.020 Permit required for improvement or use – Application processing.
- 12.35.025 Time limitation of application.
- 12.35.030 Permit – Additional requirements.
- 12.35.035 Application – Fees.
- 12.35.037 Permit – Fees.
- 12.35.040 Permit – Limited.
- 12.35.050 Permit – Access.
- 12.35.055 Permit – Encroachment.
- 12.35.060 Permit – Application.
- 12.35.065 Obligation – Revocation.
- 12.35.070 Conformance.
- 12.35.075 Covenant.
- 12.35.077 Permit – Interpretation.
- 12.35.080 Enforcement.
- 12.35.090 Retroactivity.
- 12.35.100 *Repealed.*
- 12.35.110 Insurance and Indemnification.
- 12.35.120 Performance Guarantee Required.

12.35.010 Definitions.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.010).]

12.35.015 Fee exemptions – Beautification permit.

Repealed by Ord. 11-0330. [Ord. 04-0206 § 1.]

12.35.020 Permit required for improvement or use – Application processing.

A. Permits Required.

1. ~~City street~~ The right-of-way shall not be ~~privately improved or used for access or other purposes~~ and no development approval shall be issued ~~which requires use of privately maintained City right-of-way~~ unless a permit has been issued pursuant to this chapter.
2. The unimproved right-of-way shall not be used for access or other purposes unless a permit has been issued pursuant to this Chapter.
3. ~~Exceptions: except for a~~ Utility construction work, ~~City projects, –and special events shall be exempt from this chapter. Utility construction work shall be~~ authorized pursuant to Chapter 12.55 KMC ~~and/or~~ special events–permits approved and permitted in accordance with Chapter 8.40 KMC.

B. General Procedures.

1. Upon receipt of an *application* for *right-of-way use permit, limited, access, or encroachment*, the *city manager* shall determine whether the proposed activity is within *City-owned right-of-way*.
2. The *City* shall be the lead agency for ~~the~~ compliance with the State Environmental Policy Act. In addition, the *city manager* shall review *applications* for compliance with applicable *City* plans, policies, regulations and standards. Prior to issuing a *right-of-way use permit*, the *city manager* may ~~determine and secure~~ require an

appropriate financial guarantee consistent with the provisions of KMC Title 21 be secured by the applicant and submitted to the City.

3. The city manager ~~shall~~may, when feasible, ~~consolidate~~utilize an engineering permit in-lieu of right-of-way use permits with other development approvals to prevent duplication and increase efficiency. All requirements of this Chapter shall apply to any engineering permit used in lieu of a right-of-way use permit. The fees ~~for a consolidated approval~~ shall be reduced to the extent separate fees would be duplicative. [Ord. 12-0335 § 4; Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.020).]

12.35.025 Time limitation of application.

A. Applications for which no permit is issued within 18 months following the date of application submittal shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with State law.

B. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The city manager may extend the response period beyond 90 days if within the original 90-day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

C. The city manager may extend the life of an application if any of the following conditions exist:

1. Compliance with the State Environmental Policy Act is in progress; or

2. Any other City review is in progress; provided, that the applicant has submitted a complete response to City requests, or the city manager determines that unique or unusual circumstances exist that warrant additional time for such response, and the city manager determines that the review is proceeding in a timely manner toward final City decision; or

3. Litigation against the City or applicant is in progress, the outcome of which may affect the ~~validity~~validity, or the provisions of any permit issued pursuant to such application.

4. At the sole discretion of the city manager when there have been newly adopted codes, fees, ordinances, standards, or laws which affect the application. [Ord. 11-0330 § 1 (Exh. A).]

12.35.030 Permit – Additional requirements.

A. Plans. Detailed engineering and restoration plans and/or drainage plans may be required when ~~considered~~determined necessary by the city manager. Costs for the ~~development preparation~~ of such plans and ~~conduct of any~~ required studies shall be borne by the applicant ~~and, if the plan is returned, it shall be returned to the applicant.~~

B. Survey. When ~~considered~~determined necessary by the city manager to adequately define the limits of right-of-way and the existing improvements therein, the applicant shall cause the right-of-way to be surveyed by a Washington State licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost for the preparation of such survey shall be borne by the applicant.

C. Dedication. An applicant may be required to deed additional right-of-way across the property owner's property ~~under his or her ownership~~ when necessary to fulfill the minimum ~~street-road and~~ right-of-way widths prescribed in RCW 36.86.010 Chapter 12.50 KMC.

D. Illegal Subdivision. A permit shall not be issued to provide access to a lot or parcel created in violation of State and or City subdivision regulations.

E. Every permit granted under this chapter shall also condition approval consistent with the requirements of Chapter 12.05 KMC, General Provisions. [Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.030).]

12.35.035 Application – Fees.

A. Each *application* requires a fee, imposed by city council by resolution, payable to the *City* for the administrative costs and expenses of processing the *application*.

B. The purpose of this subsection B is to foster the public benefit by encouraging citizens to beautify publicly owned *right-of-way*, without compromising the public's safety. For purposes of maintaining a record of all beautification projects, a ~~beautification permit~~ shall be required prior to commencement of a beautification activity. A ~~beautification permit~~ shall may be issued without charge for projects that satisfy the following criteria:

1. The project involves the planting of flowers or other vegetation that does not hinder the safe use of the *right-of-way* by drivers or others within 10 feet of the fog line or the edge of the pavement, if there is no fog line;
2. The project involves planting adjacent to the *applicant's residence*~~property~~; ~~and~~
3. No shrubs, ~~or trees~~, or structures (such as but not limited to landscape blocks, lawn or yard decorations), are installed within ~~three-two~~ feet of a *curb* line or, where no *curb* exists, within 10 feet of the ~~fog line or~~ edge of pavement. Certain restrictions shall apply to the installation of trees or shrubs. In any case, trees and shrubs shall not be installed that will interfere with sight distance.
4. Improvements that are a hazard to the public or impact *City* maintenance and operation of the *right-of-way* as determined by the *city manager* are prohibited. [Ord. 11-0330 § 1 (Exh. A).]

12.35.037 Permit – Fees.

~~A. The permittee shall pay a fee at a rate imposed by the city council by resolution per hour for inspection.~~

~~B. A.~~ The permittee shall ~~also~~ pay ~~a fee~~s for use of the *right-of-way* ~~based on a policy approved at the rates imposed~~ by the city council by resolution.

~~C. B.~~ The fees shall be collected in accordance with administrative procedures developed by the *department*. [Ord. 11-0330 § 1 (Exh. A).]

12.35.040 Permit – Limited.

A. Upon filing of a complete *application*, payment of the fee(s), and posting of the financial guarantee for construction, maintenance, and *restoration* of the *right-of-way* consistent with the provisions of KMC Title 21 (as needed), the *city manager* may issue a *permit* authorizing the limited use of ~~City street~~ *right-of-way*, for use by designated private parties for a specific use.

B. The *permit* may require construction and *restoration* of the *right-of-way* to adopted *City* standards based on the nature and duration of the specific use, and subject to inspection. In addition, conditions may be set to assure ~~the~~ compliance with *City* plans, policies, standards and regulations. Such conditions may require performance in excess of adopted ~~street~~ *Road Standards*.

C. The *applicant* shall assume sole responsibility for the safe and adequate operation and maintenance of any improvements or to work performed by the applicant or the applicant's representative in the *City* right-of-way during the period of time the permit is in effect.

D. The *applicant* may apply for an extension to the *permit* – upon written *application* for an extension, payment of the applicable fee(s), and being found to be in compliance with the conditions and requirements of the original *permit*. Permits shall be limited to one 6-month extension, unless otherwise approved by the *city manager*. Permit extensions must be applied for no later than 30 days from the permit expiration date. Permit extension is at the sole discretion of the *city manager*.

E. Types of *Right-of-way Use* Permits, Limited.

1. Type A. Activity which will alter the surface or subsurface of the *right-of-way*. Examples are:
 - a. Paving operations;

- b. Driveway installation/~~removals~~;
- c. *Sidewalk* installation/~~removals~~;
- d. Open-cut trenching;
- e. ~~Above ground pedestal or utility box installations~~ Tree removal/installation;
- f. ~~Culvert~~ Storm drainage installation/~~removal~~;
- g. Shoulder improvements;
- ~~h. Mailbox installation/removal; and~~
- ~~hi.~~ Beautification.

2. Type B. Temporary use of the *right-of-way* ~~(24 hours or less)~~ which does not change the *right-of-way* surface or subsurface. Examples are:

- a. Temporary storage ~~of a dumpster/storage container~~ of material/equipment outside of the pedestrian or vehicle traveled way;
- b. ~~Block party~~ Temporary parking; ~~and~~
- c. ~~Temporary parking~~ Lane/shoulder/pedestrian travel way closures;
- d. Commercial activities in the right-of-way;
- e. Investigative activities;

3. Type C. Temporary use of the *right-of-way* ~~(more than 24 hours)~~ which does not change the *right-of-way* surface or subsurface. ~~Also activities that will require traffic plan and traffic plan review~~ AND requires a road closure. Examples are:

- a. ~~Street closures~~ (Fair or carnival);
- b. ~~Commercial activities in the right of way~~; ~~and Farmer's market~~;
- c. ~~Extended storage in the right of way~~ Parade;
- d. Block party;

F. Permit expiration: Permits shall expire as noted below. If the permit is approved in conjunction with another City issued permit, the permit may be allowed to expire with the other City permit.

1. Type A and B: Type A and B permits shall expire 12 months from the date of issuance. Permits may be extended an additional 6 months from the date of expiration at the discretion of the city manager as long as no changes have been made to the originally approved plans and no new development standards have been adopted.

2. Type C: Type C permits shall expire 3 months from the date of issuance or upon completion of the permitted activity, whichever is shorter. The permit may be extended at the city manager's discretion.

3. Permits that have expired beyond the dates noted above, including any extensions, may be extended up to 12 months at the discretion of the city manager if any of the following conditions exist:

- a. Compliance with the State Environmental Policy Act is in progress; or

b. Any other City review is in progress; provided, that the applicant has submitted a complete response to City requests, or the city manager determines that unique or unusual circumstances exist that warrant additional time for such response, and the city manager determines that the review is proceeding in a timely manner toward final City decision; or

c. Litigation against the City or applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application; or

d. At the sole discretion of the city manager when there have been newly adopted codes, fees, ordinances, rules, standards or laws which directly affect the application; or

e. At the sole discretion of the city manager that an extension would be in the interest of the public's welfare.

G. Exemptions: The following activities are exempt from permitting:

1. United States Postal Service mailbox installations are exempt from permitting if replacing in-kind with only de minimis alterations in location or to hard surfaces and no impacts to vehicle or bicycle travel lanes.

2. Maintenance activities such as sweeping, shoveling, landscaping, tree trimming, etc. that have no impacts to vehicle or bicycle travel lanes or close pedestrian access.

3. Other temporary activities as determined by the city manager. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0088 (Exh. B); Ord. 98-0024 §§ 1, 2 (KCC 14.28.050).]

12.35.050 Permit – Access.

A. Upon filing of a complete application and payment of the fee, the city manager may issue a right-of-way use permit, access authorizing the use of unimproved/unopened City right-of-way for property access ~~for a period exceeding one year in duration.~~

B. The applicant may be required to construct ~~street road~~ improvements to the adopted City street Road ~~Standards~~; and may be required to post financial guarantees consistent with the provisions of KMC Title 21 for construction, restoration and maintenance. Construction work and all restoration work required by the permit shall be completed within one year of the permit's issuance. In addition, the city manager may set conditions to assure compliance of the permit with other adopted plans, City policies, and regulations.

C. The city manager ~~shall~~ may place and maintain permanent sign(s) denoting the end of the City-maintained street road.

D. The applicant shall have sole responsibility for the safe construction, operation and maintenance of any work ~~in improvements to~~ the City right-of-way pursuant to the permit; until such time as the ~~improvements are~~ work is officially accepted for maintenance by the City.

E. Unless earlier revoked by the city manager, any permit shall be valid for a term of one year and shall be automatically renewable for successive one-year terms unless otherwise terminated by either party. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0085 §§ 1, 3; Ord. 98-0024 §§ 1, 2 (KCC 14.28.060).]

12.35.055 Permit – Encroachment.

A. Upon filing of a complete application and payment of the fee, the city manager may issue a permit right-of-way use permit, encroachment authorizing the use of the City right-of-way for an encroachment ~~for a period exceeding one year in duration.~~

B. An encroachment permit may be issued to authorize private construction in unimproved public right-of-way when it is unlikely in the judgment of the city manager that such public right-of-way will be substantially improved by the City or other public agency within the foreseeable future.

In exercising such judgment, the *city manager* may consider existing traffic data in and around the site of the *permit application*, the *City's* adopted transportation improvement plan, and any other plans, studies, data, or other information ~~that he deemed~~ relevant to ~~his~~ the determination.

C. The *applicant* shall have sole responsibility for the safe construction, operation and *maintenance* of any ~~improvements work~~ within the ~~City~~ *right-of-way* pursuant to the *permit*.

D. Unless earlier revoked by the *city manager*, any such *permit* issued shall be valid for a term of one year and shall be automatically renewable for successive one-year terms until such time as the permit is revoked. [Ord. 11-0330 § 1 (Exh. A).]

12.35.060 Permit – Application.

An *applicant* for a *right-of-way use permit* issued pursuant to this chapter shall complete an *application* in a form prescribed by the *city manager*. The *city manager* may reject incomplete *application* forms. Such *application* forms shall require an *applicant* to identify the *right-of-way* to be used, the nature of the related *development* on the adjacent private property, and such other information as the *city manager* reasonably determines to be necessary, in relation to the specific project proposed. Such other information may include geotechnical studies, proof of liability insurance, performance bonding, and other measures designed to protect the public health, safety, and welfare. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.070).]

12.35.065 Obligation – Revocation.

This chapter authorizes the *city manager* to engage in discretionary acts and does not create any obligation on the part of the *City* to issue any such *right-of-way use permit*, nor does it create any right on the part of an *applicant* to initially obtain or subsequently retain any such *right-of-way permit*. Any such *permit* actually issued shall be revocable at any time after 90 days' written notice from the *city manager* to the *permit* holder. The *city manager's* revocation notice shall include a date by which the private use of the *right-of-way* must be discontinued and removed, all at the sole expense of the *permit* holder. Any private use of the *right-of-way* remaining after such date shall constitute a public nuisance and shall be abated as such. The cost of abatement, including the *City's* attorney fees, shall be borne by the *permit* holder. There shall be no administrative appeal from any such decision by the *city manager* to revoke any such *permit*. [Ord. 11-0330 § 1 (Exh. A).]

12.35.070 Conformance.

Any requirement imposed by this chapter shall be in addition to any other requirement imposed by any other ordinance or other law regulating or controlling the use and development of private or public property. Such additional requirements include but are not limited to any necessary setback variances. A *permit* issued pursuant to this chapter may not authorize any use or development otherwise not allowed or permitted under any other ordinance. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.080).]

12.35.075 Covenant.

The *applicant* for a *right-of-way use permit, limited*, *access* or *encroachment*, may be required to record a covenant running with the land and for the benefit of the *City*, which contains:

A. A legal description of the lot or parcel benefiting from the *right-of-way use permit*;

B. If the *permit* is for access, a statement indicating the following:

1. Access to such parcel is across an unmaintained ~~City~~ *right-of-way*; the *City* is not responsible for *maintenance* of the *unimproved* *right-of-way*; and responsibility for *maintenance* of the *permitted work* ~~street~~ rests jointly and equitably upon all *permit* holders;
2. The *owner(s)* of the parcel will not oppose participation in a *City* *street* improvement district, if formation of such a district is deemed necessary by the *City*; ~~and~~
3. Subdivision of such parcel is prohibited without obtaining either plat or short plat approval; ~~and~~

4. Acknowledgement that any improvement made within the access area must be removed by the property owner within 90 days at the request of the city manager;

C. If the permit is for an *encroachment*, a statement indicating the following:

1. Maintenance of the *encroachment* is the responsibility of the *property owner*; and
2. Acknowledgement that the *encroachment* must be removed by the *property owner* within 90 days at the request of the *city manager*;

D. A statement that any *right-of-way use permit* covenant is binding on the successors and assigns of the *owner(s)*;

E. The notarized acknowledged signature(s) of acknowledgement of the *owner(s)* of such parcel; and

F. The *right-of-way use permit* may be revocable with 90 days' written notice and that removal of any encroachments and/or access improvements shall be at the property owner's expense. [Ord. 11-0330 § 1 (Exh. A).]

12.35.077 Permit – Interpretation.

Permits issued pursuant to this chapter shall not be construed to convey any vested right or ownership interest in any ~~City~~ *right-of-way*. Every *right-of-way use permit* shall state on its face that any ~~City~~ *right-of-way* opened pursuant to this chapter shall be open to use by the general public except in those cases where specific conditions in a *right-of-way use permit* restrict the use of the *right-of-way* for safety reasons. [Ord. 11-0330 § 1 (Exh. A).]

12.35.080 Enforcement.

The *city manager* is authorized to enforce the provisions of this chapter, and any rules and regulations promulgated thereunder, pursuant to Chapter 1.20 KMC. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.090).]

12.35.090 Retroactivity.

All *right-of-way use permits* issued by the *City* prior to the effective date of this chapter shall not be affected by the provisions of this chapter. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.100).]

12.35.100 Effective date.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.110).]

12.35.110 Insurance and Indemnification. Insurance and indemnity provisions as set forth below shall be included in all permits. Insurance and indemnity requirements for all permits may be revised at the city manager's discretion on a case-by-case basis:

A. Insurance Required: The permittee shall procure and maintain insurance for permits. Insurance shall provide coverage against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the permittee's behalf with the issuance of any permit.

B. The permittee's maintenance of insurance as required by the permit shall not be construed to limit the liability of the permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. The permittee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

D. Minimum Amounts of Insurance: The *permittee* shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

E. Other Insurance Provision: The *permittee*'s Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the *City*. Any insurance, self-insurance, or self-insured pool coverage maintained by the *City* shall be excess of the *permittee*'s insurance and shall not contribute with it.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage: The *permittee* shall furnish the *City* with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the *permittee* before issuance of the *permit*.

H. Notice of Cancellation: The *permittee* shall provide the *City* with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the *permittee* to maintain the insurance as required shall constitute a material breach of the *permit*, upon which the *City* may, after giving five business days' notice to the *permittee* to correct the breach, immediately terminate the *permit* or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the *City* on demand.

J. City Full Availability of Permittee Limits: If the *permittee* maintains higher insurance limits than the minimums shown above, the *City* shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the *permittee*, irrespective of whether such limits maintained by the *permittee* are greater than those required by this permit or whether any certificate of insurance furnished to the *City* evidences limits of liability lower than those maintained by the *permittee*.

K. Indemnification: The *permittee* shall defend, indemnify, and hold the *City*, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with activities or operation performed by the *permittee* in the *right-of-way* and/or the performance of any *permit*, except for injuries and damages caused by the sole negligence of the *City*.

However, should a court of competent jurisdiction determine that RCW 4.24.115 applies, then the *permittee* agrees to defend, indemnify and hold the *City*, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the *permittee*'s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the *permit*.

12.35.120 Performance guarantee required.

Performance guarantees such as performance bonds or other security devices shall be required for all *right-of-way use permits*. Prior to final approval of all *right-of-way use permits*, the *department* shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable State and local health and sanitation regulations, and *City* standards and to assure proper *restoration* of the *street* and the

health and safety of the users of the *street*. Financial guarantees shall be consistent with the provisions of KMC Title 21. The *city manager* may waive the performance guarantee for some activities on a case-by-case basis.

Chapter 12.40

PERMIT SYSTEM FOR USE OF CITY REAL PROPERTY

Sections:

- 12.40.010 *Repealed.*
- 12.40.020 Permit requirement.
- 12.40.040 Permit issuance.
- 12.40.050 Liability.
- 12.40.060 Additional requirements.
- 12.40.080 Interpretation.
- 12.40.090 Enforcement.
- 12.40.100 *Repealed.*
- 12.40.110 Permit — Fees.

12.40.010 Definitions.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.010).]

12.40.020 Permit requirement.

A. *Special use permits* shall be required for any use of City owned real property, except uses regulated pursuant to Chapter 12.55 KMC ~~relating to utility permits~~, Chapter 12.35 KMC relating to ~~City street system right-of-way use permits~~, or special event permits approved and permitted in accordance with Chapter 8.40 KMC. Examples of special uses include, but are not limited to, storage of materials not associated with a special event, utility services, temporary construction or repair/maintenance activities associated with adjacent properties, or temporary access.

B. Upon receipt of an *application* for a “special use” permit ~~upon City property~~, the *city manager* ~~City~~ shall determine whether the proposed use is upon City-owned real property.

~~C. The city manager shall forward the application to the department(s) for review.~~

~~D. The department(s) shall review the application and forward to the city manager its recommendation whether the permit shall be issued.~~

C. The ~~department(s)~~ shall evaluate the feasibility of the proposed use, its impact on other uses of the ~~City property~~ City property and its impact on public health and safety. Based on this evaluation, the ~~department(s)~~ shall recommend whether the permit should be issued.

D. In all cases, the ~~department(s)~~ City shall be responsible for assuring that any *application* meets the requirements of the critical areas code set out in Chapter 18.55 KMC and the administrative rules promulgated thereunder before the permit is issued. [Ord. 12-0335 § 5; Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.020).]

12.40.040 Permit issuance.

A. Upon filing of a complete *application*, ~~necessary~~ approval of the *application*, payment of the administrative fee and posting of any required bond, the *city manager* may issue a permit authorizing the designated use of City real property by the *permittee*.

B. The *permit* may require site restoration ~~of the City property~~ to certain standards in view of the nature and duration of the special use. In addition, conditions may be set to assure compliance ~~of the permit~~ with City policies, ordinances and other applicable laws and regulations.

C. The permit *applicant* may be required to post a performance bond in an amount which will:

1. Guarantee the use will ~~be in compliance~~ comply with standards and conditions prescribed by the *City*; and

2. Guarantee *restoration* of the *City property* to a condition consistent with the *special use permit* and the *City's* own use of its property. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.030).]

D. *Special use permits* are temporary in nature and shall expire 6 months from date of issuance.

E. The *applicant* may apply for an extension to the *special use permit*. Permit extensions shall be submitted within 21 calendar days of *permit* expiration. Upon written *application* for an extension, payment of any fees, and being found to comply with the conditions and requirements of the original *permit*, the *permit* may be extended. *Permits* shall be limited to one 6-month extension only. Additional *permit* extensions are permitted for special circumstances pursuant to Section 12.35.040.F3.

12.40.050 Liability.

The permit *applicant* shall be solely responsible for the adequate operation and *maintenance* of any ~~improvements-work~~ constructed by the *permittee* ~~to on the City property~~ and shall assume liability for all injuries to persons or property ~~as the result of~~ resulting from activities pursuant to ~~a the~~ *special use permit*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.040).]

12.40.060 Additional requirements.

A. Survey. When considered necessary by the *city manager* to adequately determine the limits of the *City property*, improvements on City property, and/or area of use, the permit *applicant* shall cause the *City property* to be surveyed by a Washington State licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost of such survey shall be paid by the permit *applicant*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.050).]

12.40.080 Interpretation.

Permits issued pursuant to this chapter shall not be construed to convey any vested right of ownership interest in any *City property*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.070).]

12.40.090 Enforcement.

The *city manager* is authorized to enforce the provisions of this chapter, pursuant to Chapter 1.20 KMC. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.080).]

12.40.100 Severability.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.090).]

12.40.110 Permit – Fees.

A. The *permittee* shall pay the fees at the rates imposed by the city council by resolution.

B. The fees shall be collected in accordance with administrative procedures developed by the *department*.

Chapter 12.45

COMPLETE STREETS POLICY

Sections:

- 12.45.010 Vision.
- 12.45.020 Policy.
- 12.45.030 Design guidance.
- 12.45.040 Exceptions.
- 12.45.050 Implementation.
- 12.45.060 Performance measures.

12.45.010 Vision.

The ~~City of Kenmore~~*City*'s vision is to provide a safe, balanced, and efficient multi-modal transportation system that serves local and regional circulation needs and ~~safely~~ accommodates all users. To meet this vision, the *City* shall provide a ~~future~~ transportation system that allows users of all ages, abilities and financial resources to safely, ~~effectively~~, and efficiently use the public *right-of-way* to drive, access public transit, bicycle, walk or use any other ~~chosen-legal~~ mode of travel. The *City* recognizes the public health and environmental ~~quality~~-benefits of encouraging active transportation modes through a safe, welcoming, connected network of modal choices. The *City*'s ~~target zero goal (City Resolution No. 14-235) adopting (target zero resolution)~~as a city goal is a core component of this vision, seeking to have zero pedestrian or cyclist deaths or serious injuries as the result of a collision with a motorized vehicle by the year 2025. [Ord. 16-0427 § 1.]

12.45.020 Policy.

The term "complete streets" is a guiding principle for the consideration of all modes of travel within the public *right-of-way*. This chapter constitutes the *City*'s "complete streets" policy. Through the adoption of a layered network approach ~~to complete streets~~ (as described in the ~~Transportation Element of the Comprehensive Plan-transportation element~~) ~~to complete streets~~, the *City* recognizes that it can be a challenge for a single roadway to meet the demands of all modes at one time. Safety is a primary concern for the *City*, and the target zero resolution guides the pursuit of increased safety for pedestrians and cyclists, which can require the separation of some uses on certain roads. ~~In addition to safety, pedestrian and bicycle comfort is of high importance and policies and plans shall consider comfort for pedestrians and bicyclists where practical.~~ A *City*-wide network (as described in the comprehensive plan transportation element) which accommodates users of all modes of transportation (including air/seaplane and freight) and users of all abilities on appropriate networks of roads, paths and trails balances the principles of complete streets with the realities of promoting a transportation system that is fiscally, economically and environmentally sustainable within existing and future constraints.

Using a toolbox of diverse techniques, the *City* will plan~~for~~, design, construct, operate and maintain a transportation network that meets these goals. Recently developed projects~~;~~ and those in future years~~;~~ will incorporate traditional and modern tools ~~to create a safe, effective and efficient transportation network~~, such as, ~~but not limited to~~:

| Traditional | Modern |
|----------------------------------|---|
| <i>Sidewalks</i> | Shared use paths |
| Paved shoulders | Bike lanes (buffered) and sharrows |
| Street trees and planting strips | Narrow vehicle lanes |
| <i>Curbs</i> with ramps | Transit priority lanes |
| Crosswalks | Enhanced pavement markings and symbols |
| Pedestrian signals | Countdown and lead pedestrian signals |
| Signage | Bulb-outs and refuge islands |

| Traditional | Modern |
|------------------------------|---|
| Transit stops and facilities | Rectangular rapid-flash beacon enhanced crosswalks |
| Speed bumps | Bike parking |
| Raised medians | Street furniture and temporary installations |
| Street lighting | Textured and colored pavements |
| | Focused LED street lighting and pedestrian-level lighting |
| | Traffic circles and roundabouts |
| | Chicanes |

The *City* will emphasize the layered network approach to complete streets in the review of private *development* plans, transportation system improvements, and the *City's* six-year transportation improvement plan (TIP). This approach shall include new construction, reconstruction, and rehabilitation/overlay projects, except as noted in KMC 12.45.040, Exceptions. A context-sensitive approach to each project will consider neighborhood character, underserved/underutilized modal choices, and school transportation routes (including busing, walking and vehicle circulation around schools), in addition to safety and fiscal considerations. Projects must meet the requirements of the current system and the needs of the updated future network (as described in the Comprehensive Plan), specifically as it applies to nonmotorized modal choices. Consideration will be given to accommodation of future transportation technologies, such as driverless cars, and the impact these may have on other modes of travel in the layered network. [Ord. 16-0427 § 2.]

12.45.030 Design guidance.

The ~~city public works~~ department maintains design criteria, standards and guidelines based upon recognized best practices in ~~streets~~street design, construction and operation. These criteria, standards and guidelines include, but are not limited to, the latest editions of the American Association of State Highway Transportation Offices (AASHTO) policies for vehicular and bicycle facilities, National Association of City Transportation Officials (NACTO) Urban Bikeway and Street Design Guides, publications and recommended practices from the Institute of Transportation Engineers (ITE), the ~~Washington State Department of Transportation (WSDOT)~~ Design Manual, and the Manual on Uniform Traffic Control Devices (MUTCD), ~~and the Public Rights-of-Way Accessibility Guidelines (PROWAG)–~~ ~~Public works department employees have taken and will continue to take advantage of local training opportunities to become more familiar with these standards and their associated updates.~~

The *City* has adopted ~~Road Standards (2016)~~ and a street planning toolkit (Transportation Element, ~~Figure 12~~), which include a number of complete streets principles, to guide all public and private transportation projects in the *City*. These documents emphasize consideration of multiple modes of travel, especially pedestrian and bicyclists, through the use of a number of the techniques described in KMC 12.45.020, Policy. The *Road Standards* include provisions for flexibility and the adoption of new techniques and tools with the approval of the *city manager*. New techniques and future developments in design which enhance the safety of all transportation users may be incorporated into future versions of the *Road Standards*. [Ord. 16-0427 § 3.]

12.45.040 Exceptions.

Exceptions to the policies of this chapter must be ~~submitted to the public works director and~~ approved by the *city manager*. The circumstances under which the *city manager* may consider exceptions to a complete streets approach to enhancement of the layered network are as follows:

A. ~~Street~~City projects may exclude those elements of the policies of this chapter that would require the accommodation of ~~street road~~ uses that are prohibited by law, grants, or other agencies, or that would otherwise pose a public safety risk unacceptable to the City;

B. *Maintenance* activities, such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, surface treatments, minor pavement marking changes, or pothole filling, do not require that elements of the policies of this chapter be applied beyond the scope of that *maintenance* activity;

C. ~~Street construction, reconstruction and maintenance~~*City projects* may exclude elements of the policies of this chapter when the accommodation of a specific use or mode is expected to:

1. Require more space than is physically available (topographic or *right-of-way*, where acquisition of additional *right-of-way* isn't possible or would significantly increase project costs), or
2. Be located where both current and future demand is demonstrated as being absent, including a lack of current or planned transit routes, or
3. Significantly increase project costs and equivalent alternatives for those travel modes that are documented to exist within close proximity, or
4. Be incompatible with the layered network (comprehensive plan transportation element), or
- ~~5. 5. Be incompatible with neighborhood character, or~~Have an adverse impact on disadvantaged communities,
or
6. Have adverse impacts on environmental resources such as streams, wetlands, ditches, floodplains or historic structures or sites above and beyond the impacts of currently existing infrastructure. [Ord. 16-0427 § 4.]

12.45.050 Implementation.

The *City* recognizes that many other agencies have a direct or regional interest in the *City's* transportation network. Because transportation frequently crosses city borders, it is crucial for an effective network to ensure ~~ensuring-~~ compatibility for all modes ~~with across jurisdictional lines with~~ neighboring cities ~~is crucial to an effective network~~. The *City* fosters partnerships with adjacent cities, local transit providers, King and Snohomish Counties, ~~Washington State Department of Transportation (WSDOT)~~ and Northshore School District to implement complete streets principles in *city projects* involving these entities. ~~WSDOT owns maintains~~ a regionally significant ~~facility highway highway~~ passing through the *City* and shares in the *City's* dedication to complete streets and a layered network approach.

The *City* has developed and continues to update a six-year TIP based on the Comprehensive Plan. The comprehensive plan identifies both pedestrian and bicycle priority networks, in addition to vehicular transportation network improvements. The TIP and Comprehensive Plan shall guide the development of *city projects*. *City projects* will be constructed ~~with using~~ a combination of *City* funds and ~~or~~ grant funding. The *City* will stay informed of, and will apply for, grant funding programs, especially those with a focus on complete streets and nonmotorized travel improvements. Funding agency partnerships, such as those mentioned above, are key to implementation of complete streets projects within the layered network. Low-cost *city projects* which can be achieved within existing pavement widths using temporary installations, signing and striping are continually identified and implemented by the *City*. [Ord. 16-0427 § 5.]

12.45.060 Performance measures.

The ~~public works director and/or designee(s)~~*city manager* shall report annually to the city council on *city projects* that were completed in the last year, that are planned for the coming year, and that further the vision of this complete streets ordinance. The report shall identify yearly progress in advancing the lineal feet and connectivity of the bicycle and pedestrian network. ~~facilities and the connectivity of those networks~~. [Ord. 16-0427 § 6.]

Chapter 12.50

ROAD STANDARDS

Sections:

- 12.50.010 Adoption.
- 12.50.020 Terms.
- 12.50.030 Applicability.
- 12.50.040 Developments.
- 12.50.050 References.
- 12.50.060 Variances.
- 12.50.070 Appeals from decisions on variances.
- 12.50.150 Interpretation.
- 12.50.160 Penalties.
- 12.50.170 Severability.

12.50.010 Adoption.

A. The City of Kenmore 2021 Road Standards ~~(the standards)~~, along with all companion documents referenced in Section 1.03 of the Road Standards*, are ~~hereby~~ approved, adopted and incorporated herein as the City of Kenmore standards for road design and construction.*

B. Consistent with the council's direction and intent in adopting the Road Standards, the ~~city engineer department of public works~~ is hereby authorized to develop public rules and make ~~minor administrative~~ changes to the Road Standards to better implement the Road Standards and as needed to stay current with changing design, environmental, and construction technology and methods. The following are examples of administrative changes:

1. De minimus changes

2. Revisions to the documents in the appendices in the standards,

3. Revisions to comply with the Kenmore Municipal Code

4. Revisions related to changes to the referenced companion documents

5. Revisions to comply with state and federal law

~~, to better implement the standards and as needed to stay current with changing design, environmental, and construction technology and methods.~~ [Ord. 21-0531 § 1 (Att. A); Ord. 16-0428 § 2 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.010).]

*Code reviser's note: The Road Standards and the companion documents are on file in the office of the city clerk.

12.50.020 Terms.

~~A. "Standards" means the "City of Kenmore 2021 Road Standards."~~

~~B. "Engineer" means the city engineer, having authorities specified in RCW 36.75.050 and Chapter 36.80 RCW, or his/her authorized representatives. Whereas "County" shall be replaced with "City" throughout.~~

~~C. "City manager" means the city manager or designee.~~

~~D. "Projects" means any new construction or alteration, including maintenance activities, to the right of way or City-owned property.~~

~~E. Additional Terms~~ are defined in Section 1.01 of the Road Standards. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.020).]

12.50.030 Applicability.

A. The Road Standards shall apply to all ~~work relating to:~~newly construction of and alterations to:

1. Privately owned roads.

2. The right-of-way facilities for, both public and private development, and

3. City projects within the City.

~~B. The standards shall apply to modifications of roadway features or existing facilities, roadway widening, pedestrian facility improvements or alterations, bicycle facility improvements or alterations, road improvements for land developments, and capital improvement City projects.~~

~~B. C. The standards shall apply to every new placement and every planned, nonemergency replacement or repair of existing utility poles and other utility structures facilities on private roads and within the City right of way. Every effort shall be made to meet the standards. The Road Standards shall apply during emergency replacement of existing facilities utility poles and other structures.~~

~~D. C.~~ Design detail, construction workmanship, and materials shall be in accordance with the Road Standards and the latest edition of the companion documents referenced in Section 1.03 of the ~~standards~~Road Standards. Design and construction shall meet the applicable standards, policies, and codes, including the ~~standards~~Road Standards, this code, the City comprehensive or master plans, as well as project specific City-approved geotechnical reports, traffic impact studies, drainage reports, and/or other studies, as determined by the city engineer.

~~E. D.~~ City maintenance activities are exempted from the Road Standards at the discretion of the city engineer. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.030).]

12.50.040 Developments.

Any land *development* which is required by operation of any *City* ordinance or adopted standard to improve ~~streets~~ roads within, abutting, or serving the *development* shall do so in accordance with the ~~se~~ Road Standards. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.040).]

12.50.050 References.

The Road Standards implement and are intended to be consistent with the references listed in Section 1.03 of the Road Standards. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.050).]

12.50.060 Variances.

A. A variance is required for any design or construction deviation from the Road Standards and shall be a Type 1 decision per Chapter 19.25 KMC.

B. A variance from the ~~se~~ Road Standards may be granted by the city engineer upon evidence that the variance is in the public interest and that the requirements for safety, function, fire protection, transit needs, appearance and maintainability are fully met. The need for a variance is not assumed by the *City* to be evidence of an impractical or undesirable ~~design standard~~, and variances that meet these requirements are encouraged to keep the *City* at the forefront of innovative design and construction.

C. Variance requests for subdivisions shall be proposed at preliminary plat stage and prior to any public hearing. All ~~known~~ variance requests must be reviewed by the City-city engineer prior to approval of the engineering plans for construction. Variances may be approved during construction at the city engineer's discretion. Variances from these Road Standards which do not meet the International Fire Code, as adopted by the *City*, will require ~~concurrence~~ approval by the *City's* fire marshal.

D. Applications for Road Variances.

1. *Applications* for proposed variances shall be written, including graphics, studies and drawings as needed to support the request, and shall include a specific description of the proposed alternative along with supporting documentation. Documentation may include, but is not limited to, a record of successful use by other agencies, or evidence of meeting criteria for quality/safety such as AASHTO and WSDOT standards.

2. The *applicant* shall indicate those sections of the Road Standards or this eCode which are proposed for deviation.

3. Variance requests shall be on forms prescribed by the *City* and shall be accompanied by the variance review fee ~~as specified in the City of Kenmore fee schedule, imposed by the city council by resolution.~~

E. Variances to these Road Standards may also be granted by the city council through a development agreement per Chapter 18.110 KMC.

F. ~~Capital improvement projects performed by the City or its representatives~~City projects need not file for a formal variance request; provided that all deviations from the Road Standards are documented and approved by the city engineer.

G. Road Variance Fee: The permittee shall pay the fees at the rates imposed by the city council by resolution. The fees shall be collected in accordance with administrative procedures developed by the department.

[Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.060).]

12.50.070 Appeals from decisions on variances.

The *city engineer* shall hear administrative appeals as set forth in Section 1.04 of the Road Standards. The decision on appeals shall be final. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.062).]

12.50.150 Interpretation.

The *city engineer* is authorized to interpret the Road Standards, provide guidelines for their implementation, promulgate rules, and to resolve conflicts or inconsistencies that may arise in their interpretation or application. Any interpretation made by the city engineer shall be final. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 00-0096 § 8.]

12.50.160 Penalties.

Failure to comply with the Road Standards may result in denial of plan or ~~development~~ permit approval, revocation of prior approvals, legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.070).]

12.50.170 Severability.

If any part of the Road Standards is found invalid, all other parts shall remain in effect. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.080).]

Chapter 12.55

UTILITIES ON CITY RIGHTS-OF-WAY

Sections:

12.55.005 General Provisions.

12.55.010 Purpose.

12.55.020 ~~Construction~~Utility permit – Required.

12.55.030 ~~Construction~~Utility permit – Application—~~Generally~~.

12.55.040 ~~Construction~~Utility permit –~~Application~~—Fees.

12.55.050 ~~Inspection fee.~~Repealed

12.55.060 ~~Construction~~Utility permit – Application – Review – Form.

12.55.065 Utility Permit – Expiration/Extension.

12.55.070 ~~Emergency construction permits—Unfranchised utilities.~~

12.55.080 Policy on accommodation of utilities.

12.55.090 Coordination of right-of-way construction.

12.55.100 Performance guarantee required.

12.55.110 ~~Construction permit—Form.~~Repealed.

12.55.115 Insurance and Indemnification

12.55.120 ~~Notification by permittee of construction commenced.~~Job Start Notification.

12.55.130 Enforcement.

12.55.135 Repealed.

12.55.140 Repealed.

12.55.145 Working hours and road closures.

12.55.150 Utility locates.

12.55.155 Aesthetic and scenic considerations.

12.55.160 Adjustments and relocations.

12.55.165 Facility security and safety.

12.55.170 Abandonment.

12.55.175 Right-of-way vacations.

12.55.005 General Provisions

A. The requirements of this chapter shall apply to the installation, replacement, adjustment, relocation, repair, and maintenance of all above and below ground facilities within the right-of-way. The requirements of this chapter shall also apply to all traffic control devices placed within the right-of-way by utilities in conjunction with any work.

B. All utilities with facilities within the right-of-way, shall comply with the requirements of this chapter and with all applicable federal, state, and local laws, codes, rules and regulations.

C. If a direct conflict exists between the requirements of this chapter and the requirements established in an effective franchise and/or utility permit, then the terms of the utility permit shall control first followed by the franchise agreement and lastly by this chapter. The city manager shall make any final decisions on whether a conflict exists.

D. Compliance with this chapter does not relieve the utility or its representatives from the responsibility of meeting other applicable codes, standards or regulations and does not preclude the need for obtaining any pertinent federal, state, or other local permits. Identification of and compliance with other required permits and applicable regulations is the sole responsibility of the utility or its representative.

E. It shall be the responsibility of any utility installing, relocating, adjusting, repairing, maintaining, or contracting for any of those activities to comply with the requirements of this chapter. The utility shall be responsible for the design, construction, operation, and maintenance of their facilities and for public safety during the installation, operation, and maintenance of their facilities. This responsibility shall include, in addition to ensuring the integrity

of the proposed facility, provisions for public safety during the course of construction, maintenance, and operation for the life of the facility.

F. All facility design, construction, repair, maintenance, relocations, and removals shall comply with the most recently adopted Road Standards, the municipal code, and other codes and regulation applicable to the type of facility. The methods of installation and materials used shall conform to Federal, State, City and industry codes and standards-

G. Definitions:

1. "Abandonment" means action by a utility to cease operation and/or maintenance of a facility in the right-of-way.
2. "Appurtenance" means equipment and/or accessories which are a necessary part of an operating system or subsystem.
3. "Construction" means the construction, maintenance, alteration, replacement, or repair of any facility.
4. "Job start" means the date and time the utility begins work within the right-of-way on an approved permit.
5. "Relocation" means removal of an existing facility and installation of that facility in an alternate location.
6. "Replacement" means removal of an existing element of a system or subsystem with a like or improved element of the system or subsystem in the same location in the right-of-way.
7. "Third-party utility" means a utility that has attached its facility to another facility owned by a different utility.

12.55.010 Purpose.

The purpose of this chapter is to regulate facilities within the public right-of-way and the granting of right-of-way construction-utility permits, and to ensure that utility construction work undertaken pursuant to such permits is consistent with the applicant's right-of-way franchise from with the City (if applicable), the Road Standards, the applicable district utility's comprehensive plan, the critical areas code, the City comprehensive plan, sound engineering and design standards, health and sanitation regulations, and City -standards for water mains and fire-hydrantssafety standards. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.010).]

12.55.020 ~~Construction-Utility~~ permit – Required.

A. All construction performed by utilities or by their representatives within the right-of-way shall be required to obtain a right-of-way utility permit issued by the City. Construction undertaken as a direct result of a city project and where the utility has entered into a contract agreement with the City for said construction shall be exempt from this requirement. All construction performed by franchised utilities, telephone and telegraph companies and within shall require a right of way construction permit to be issued by the ; provided, that construction undertaken by the City or under contract to the or requested by the City due to new construction shall be exempted from this requirement. Construction work shall include but not be limited to the construction and maintenance of waterlines, gas pipes, sewer lines, petroleum pipelines, telephone, telegraph and electric lines, cable TV and petroleum products and any other such public and private utilities.

B. The City, during the construction of capital improvement projects, shall install vacant conduit reserved for the future installation of fiber optic cable in accordance with the City's I net and wide area network plans; all capital improvement projects not requiring trenching or modification to the subgrade, such as overlays and shoulder widening, shall be exempted from this requirement. [Ord. 11 0330 § 1 (Exh. A); Ord. 03 0180 §§ 1, 2; Ord. 02 0141 § 1; Ord. 98 0024 §§ 1, 2 (KCC 14.44.020).]

B. Right-of-way utility permits for the construction of facilities within the right-or-way shall be applied for and given in the name of the utility, or the utility's representative if authorized by the City. The utility shall be responsible for all work done under the permit, including but not limited to, paving, patching, grading, and any other necessary repair or restoration to the right-of-way and any impacted private property. The utility shall be responsible for all work performed by the utility, its contractors or by other third parties.

C. Any work performed on private property or within a critical area may require additional permits, reviews, and/or approvals by the City or other agencies. Utilities shall be responsible for determining and obtaining all required permits/approvals prior to starting work.

D. An annual permit for all facility maintenance activities within the right-of-way which do not include ground disturbances may be approved for utilities with a franchise in lieu of a right-of-way utility permit to maintain each facility.

1. If an annual permit is not on file, utilities will be required to submit for a right-of-way utility permit for each and all maintenance activities within the right-of-way for every facility.

2. Failure to obtain a permit shall be subject to a fine as set forth in KMC 12.55.130 for each instance maintenance activities are performed in the right-of-way without a permit.

3. The city manager shall have the discretion to determine what activities qualify under an annual permit and has the authority to adopt rules identifying the activities and criteria for said permit.

12.55.030 ~~Construction-Utility~~ permit – Application—~~Generally~~.

A. Applications for all right-of-way utility ~~construction~~ permits shall be submitted, in writing, to the City on forms provided by the department. ~~The application shall contain whatever information, including plans and specifications, which the City shall require. The application shall contain the information deemed necessary by the department, including, but not limited to, plans and specifications.~~

B. Applications for which no permit is issued within 12 months following the date of application submittal shall expire, and the plans and other data submitted for permit review may be returned to the applicant or destroyed in accordance with State law.

C. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The city manager may extend the response period beyond 90 days if within the original 90-day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.

D. The city manager may extend the life of an application for any of the following reasons:

1. Compliance with the State Environmental Policy Act is in progress; or

2. Any other City review is in progress; provided, that the applicant has submitted a complete response to City requests, or the city manager determines that unique or unusual circumstances exist that warrant additional time for such response, and the city manager determines that the review is proceeding in a timely manner toward final City decision; or

3. Litigation against the City or applicant is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application.

4. At the sole discretion of the city manager when there have been newly adopted codes, fees, ordinances, standards, or laws which directly affect the application. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.030).]

12.55.040 ~~Construction-Utility~~ permit —Application—Fees.

A. Each application requires a fee, imposed by the city council by resolution, payable to the City for the administrative costs and expenses of processing the application and for other functions necessary for the approval and use of the permit. These fees shall be equal to the administrative costs of approving the permit, including but not limited to preparing the permit, review, processing, coordinating review with other departments, preparing environmental documents, inspection, etc. Additional fees shall be imposed as noted below. All fees shall be paid as required in accordance with the most current fee schedule established by the city council. Fees shall be collected in accordance with the administrative procedures developed by the department.

B. Application fee: This fee will be billed at the rate in effect at the time the application is received and covers all administrative costs necessary to receive, process, coordinate, and invoice for each application received. The fee shall cover up to 3 submittals (the original submittal and 2 revisions). Subsequent revisions may be subject to a new application fee in effect at the time the revision is received.

C. Review fee: This fee will be billed at the hourly rate in effect at the time of the review and covers all costs necessary in the review of a permit.

D. Inspection fee: This fee will be billed at the hourly rate in effect at the time of the review inspection and covers all costs necessary in the inspection and approval of work for all approved applications.

E. Accelerated job start fee: At the request of the utility, a job start request with less than the required notice may be approved. If approved, a fee shall be charged for each request and each permit. Any work performed after submission of a job start request but before written confirmation by the City shall be subject to an accelerated job start fee. Any work performed without written confirmation of a job start on an approved permit shall be subject to a job start fee.

F. After hours work fee: Work on an approved permit performed within the right-of-way outside of regular work hours shall be subject to a fee of one and a half times the inspection fee. Regular work hours are 7:00am to 4:00pm, Monday thru Friday. Work performed on an approved permit on Saturday or Sunday or between the hours of 4:00pm to 7:00am Monday thru Friday will be subject to a 4-hour minimum charge. With the exception of an emergency, no work will be allowed on City observed holidays unless approved by the city manager.

H: Permit extension fee: Each extension of an active permit approved by the City.

[Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.040).]

12.55.050 Inspection fee.

Repealed A. The permittee shall pay to the department an inspection fee at the rate imposed by the city council by resolution per hour of utility inspection. The fee is in addition to any other City fees and is nonrefundable.

B. The fee shall be collected in accordance with administrative procedures developed by the department. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.045).]

12.55.060 Construction-Utility permit – Application – Review - Form.

A. The department shall ~~coordinate the review by all departments of~~ right-of-way ~~construction~~ utility permit applications and shall determine whether the proposed ~~work~~ construction is consistent with the applicant's franchise ~~with from~~ the City (if applicable), the KMC, and the Road Standards.

B. The department shall review and evaluate applications in respect to the hazard and risk of the proposed construction, location of the proposed construction in relation to other ~~utilities~~ facilities in the right-of-way and the adequacy of the engineering and design of the proposed ~~construction~~ facility as it relates to the safety and operation of the right-of-way.

~~C. The department shall review and evaluate all applications for right of way construction permits for sewer and water main extensions to determine whether the proposed construction is consistent with the sewer or water comprehensive plan approved by the city council. If the facility is not consistent with an approved comprehensive plan, then the construction permit shall not be issued. Applications for those water utilities with Group A nonexpanding public water systems that are not required to prepare comprehensive plans for approval by the city council shall be approved if all other conditions of this chapter are met. The utility shall submit traffic control plans as needed for review. The department shall review the plans for compliance with the most recent Manual on Uniform Traffic Control Devices, site safety, the Road Standards and applicability to existing site conditions.~~

D. The department shall determine if the application meets the requirements identified in this section. If the application meets the requirements the department may issue the utility permit, subject to conditions consistent with

KMC 12.55.060.E, and if the work does not conflict with a city project as determined by the city manager. If the application is not consistent with the requirements identified in this section, the department may deny the utility permit.

E. The right-of-way utility permit granted shall be in a form approved by and be made subject to all terms and conditions imposed by the department and shall also include conditions of approval consistent with the requirements of Chapter 12.05 KMC, General Provisions.

~~–[Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.050).]~~

12.55.065 Utility permit – Expiration/Extension.

A. Right-of-way utility permits shall expire 6 months from the date of issuance. Permits may be extended an additional 6 months from the date of expiration at the discretion of the city manager as long as no changes have been made to the originally approved plans and no new development standards have been adopted. Permits that have been expired longer than 6 months will require a new permit application, review, and associated fees. At the city manager's discretion, permits may be extended beyond the 6-month extension period if one of the following circumstances applies:

1. Compliance with the State Environmental Policy Act is in progress; ~~or~~
2. Any other City review is in progress; provided, that the applicant has submitted a complete response to City requests, or the city manager determines that unique or unusual circumstances exist that warrant additional time for such response, and the city manager determines that the review is proceeding in a timely manner toward final City decision;
3. Litigation against the City or applicant is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application;–
4. At the sole discretion of the city manager when there have been newly adopted codes, fees, ordinances, standards, or laws which directly affect the application; or
5. At the sole discretion of the city manager that an extension would be in the interest of the public's welfare.

B. Annual maintenance permits shall expire at midnight on the 31st day of December of the issuing year.

C. 30 days after the expiration of a permit (or extensions as applicable), work that is not completed as required by the permit will be considered delinquent and restoration of the right-of-way may be completed by the City. Any cost associated with completing the permitted work shall be charged to and paid by the applicant. If no work has been performed under the permit, the permit shall be closed and the applicant will need to submit a new application.

12.55.070 Emergency construction permits – Unfranchised utilities.

Work may be performed before a permit is issued in emergency situations. In these situations, the City will require the utility to submit for a right-of-way utility permit within 1 business day after work is performed or in the case of an extended emergency situation, as soon thereafter as practical. Emergency situations occur when: ~~A. The City may issue construction permits to unfranchised utilities under the following circumstances:~~

A. The utility has determined, with City concurrence, that emergency work is necessary to address a public health or safety hazard; ~~When the Seattle-King County department of public health has determined that the proposed work is necessary to address a public health hazard; or~~

B. ~~When~~ The city manager has determined that the proposed work is necessary to address actual or imminent damage to ~~City~~ the right-of-way, facilities, City property, or to address health or safety hazards to ~~users of City right-of-way~~ the public; or

C. When an outage has occurred due to forces outside of the utility's control. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.055).]

12.55.080 Policy on accommodation of utilities.

~~A. Adoption. "King County Regulations for Accommodation of Utilities on County Road Rights of Way, 1997," or as later amended, is hereby approved and adopted as the policy for installation and operations within the City of Kenmore street rights of way. Standards of Installation: The Road Standards establishes the City standards for facility location, installation, maintenance, and relocations with the right-of-way. For installations on bridges, facilities shall be located so as to not impact existing operations above and below the bridge. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.060).]~~

12.55.090 Coordination of right-of-way construction.

A. The applicant, at the time of submitting an application for a right-of-way ~~construction-utility~~ permit, shall notify all other public and private utility entities known to be using or proposing to use the same right-of-way of the applicant's proposed construction and the proposed timing of such construction. Any such entity so notified may, within seven days of such notification, request a delay in the commencement of such proposed construction for the purpose of coordinating other right-of-way construction with that proposed by the applicant.

B. The City shall ~~also~~ coordinate the approval of right-of-way ~~construction-utility~~ permits with ~~city projects-street improvements and maintenance~~ and may delay the commencement date for the applicant's right-of-way construction for ~~90-180~~ days or less, except in the case of emergencies, if it finds that such delay will reduce the inconvenience to ~~City street road~~ users from construction activities, if it finds that such delay will not create undue economic hardship on the applicant, or if it finds that such delay will allow the City to install conduit for future ~~facility~~ installations ~~of fiber optic cable~~.

C. The ~~utility~~City shall ~~inform the~~coordinate with ~~Washington State Department of Transportation~~WSDOT on ~~all right-of-way construction-utility permit work issued~~ within the SR 522 ~~right-of-way~~ or ~~if the work impacts a traffic signal~~ within one City block ~~of SR 522~~.

~~D. At the city manager's discretion, the utility shall coordinate with Northshore School District on all work that will occur along any identified school walk routes, school bus routes, or student pick up/drop off locations.~~

~~E. The utility shall coordinate with King County Metro and Sound Transit on all right-of-way utility permits issued along bus routes.~~

~~DE~~ F. The City shall review all right-of-way ~~utility~~construction permit applications for underground projects 1,000 feet or longer to determine, within 15 ~~working-business~~ days, whether the installation of conduit may be needed for the future installation of fiber optic cable to connect City or other public facilities.

~~G. Failure to coordinate with the respective agencies identified in this Section may result in a suspension or revocation of the approved permit. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.070).]~~

12.55.100 Performance guarantee required.

~~Performance guarantees may be required for utilities for work in the right-of-way, at the discretion of the city manager.~~ Prior to final approval of all right-of-way ~~utility~~construction permits, the department shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable State and local health and sanitation regulations, ~~and City standards,~~ and to assure proper restoration of the ~~right-of-way street~~ and the health and safety of the users of the ~~right-of-way street~~. If required, the applicant shall submit the financial guarantee consistent with the provisions of KMC Title 21. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.080).]

12.55.110 Construction permit – Form.

~~The right of way construction utility permit granted shall be in a form approved by and be made subject to all reasonable and necessary terms and conditions imposed by the department and shall also include conditions of approval consistent with the requirements of Chapter 12.05 KMC, General Provisions. [Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.090).]~~

12.55.115 Insurance and Indemnification.

Utilities without a franchise with the City shall be required to provide insurance and indemnification to the City. Insurance and indemnification requirements shall be consistent with the requirements of KMC 12.35.110. Coverage term of insurance shall be for a minimum of 6 months and shall cover all work performed within that coverage period.

12.55.120 Notification by permittee of construction commencedJob start notification.

The permittee shall give oral or written notice of the date of commencement of construction to the City per the department administrative policies. following agencies: department for all right of way construction, Seattle King County department of public health for construction of waterworks (except for domestic service connections), and cityAdditional notifications shall be given to the district fire marshal and Northshore Utility District for work that may interrupt water supplyworks and to Northshore School District where work may impact school district activities. Failure to give such notice is grounds for the revocation or suspension of the ~~construction~~ permit. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.100).]

12.55.130 Enforcement.

The city manager and the director of the Seattle King County department of public health areis authorized to enforce the provisions of this chapter, the ordinances codified in it, and any rules and regulations adopted hereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 KMC. following:

- A. Activities performed in the right-of-way without a permit shall be fined \$1,000 per day per each occurrence;
- B. Lane/road closures that occur outside of the permitted closure hours or without prior approval from the city manager shall be fined \$500 per day, per permit for each day a violation occurs. Repeat occurrences may result in revocation of the permit.
- C. Where a relocation is required for a city project per KMC 12.55.160, daily penalties shall be determined by the City and shall include the daily financial impacts to the city project including but not limited to the total daily impact cost to the contractor, daily engineering and daily inspection services needed as determined by the City, and City staff cost (including overhead) as a result of a utility's failure to meet the City's relocation requirements.
- A-D. Facility relocation required for a utility driven relocation shall be fined \$500 per day per each individual location as a result of not relocating as required by this chapter. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.110).]

12.55.135 Productivity and customer service report.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2 (KCC 14.44.115).]

12.55.140 Severability.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.120).]

12.55.145 Working hours and road closures.

Working hours shall comply with Chapter 8.05 KMC unless otherwise approved by the city manager. Road closures, partial or otherwise, shall not be permitted unless otherwise approved by the city manager.

12.55.150 Utility locates.

All utilities shall be responsible for locating their own facilities whether above ground or underground and whether active or abandoned. All underground facilities shall be located both horizontally and vertically in relation to the existing finished road elevation. Vertical locates shall be performed within 60 calendar days of notice by the City unless otherwise approved by the city manager. If vertical locates are not performed by the time prescribed by the City, the City shall assume the facilities are in conflict and will require relocation per KMC 12.55.160.

12.55.155 Aesthetic and scenic considerations.

A. Facility installations shall be designed and constructed to minimize the adverse effect on existing right-of-way, manmade or natural amenities. Special efforts shall be taken to minimize any potential negative impact on areas of scenic beauty such as viewpoints, recreation areas, public parks, and historic sites.

B. Overhead *facilities* shall be permitted in areas of scenic beauty only when underground locations are not technically feasible, unreasonably costly, or less desirable from the standpoint of aesthetics.

C. Overhead *facilities* shall take into consideration existing trees and future growth. *Facilities* shall be located to avoid or minimize branch trimming, root pruning, or other damage to existing trees.

D. Areas of scenic beauty shall be determined by the *city manager*.

12.55.160 Adjustments and relocations.

A. *Utilities* shall be responsible, at no expense to the *City*, to repair, remove or relocate all existing *facilities* within the *right-of-way* if such installation, repair, removal, or *relocation* is required by the *City* for any purpose, including, but not limited to, conflicts with a *city project*, *City maintenance* and operation, public safety, scenic beauty, *utility*- driven *relocations* or replacements.

B. *Utility*-driven relocations: In the event of a pole *relocation* or replacement, all *utilities* using the original pole shall transfer to the new pole within 30 calendar days of the notification to relocate. The *utility* pole owner shall be responsible for the coordination of and providing notice to any *third-party utilities* for the transfer of their respective *facilities*. The *City* may provide the 30-day relocation notice at the *city manager's* discretion. Failure to relocate *facilities* as required by this section shall be enforced by the *department* by issuance of daily fines per KMC 12.55.130.D.

C. *Facilities* shall be relocated as directed by the *City* that conflict with *city projects*, as determined by the *city engineer*. The *utility* shall relocate its *facilities* within 120 calendar days from written notice by the *City* to relocate. *Facilities* shall be relocated in the time frame required under this section. The 120 days shall not be extended for any reason unless provided for in any written agreement. Failure to relocate *facilities* as required by this section shall be enforced by the *department* by issuance of daily fines per KMC 12.55.130.C.

12.55.165 Facility security and safety.

Notwithstanding reinforcement or protection otherwise provided, a *utility* shall be responsible for the security and safety of any *facility* within the *right-of-way*. Where there are construction hazards or where heavy construction equipment will be used, the *utility* shall provide adequate temporary protection as determined by the *department*. Construction of *facilities* shall be performed in such a manner as to provide a safe passage within the *right-of-way*. In restoring the *right-of-way*, the *utility* shall give due consideration to the protection of previously placed *facilities* in the *right-of-way* without impacting the safe and efficient operation of the *right-of-way*.

12.55.170 Abandonment.

In general, all abandoned *facilities* shall be removed from the *right-of-way* once decommissioned. The *utility* shall submit a plan to ensure the safe decommissioning of the *facility*. The *department* may hire consultants to review the submitted plan and the *utility* shall pay all costs of said review. the *city manager* may approve the request to abandon *facilities* in place if deemed to be safe and consistent with the *City's* future use of the *right-of-way*. All abandoned *facilities* shall remain the property of the *utility* and shall be maintained and/or removed, to prevent damage to the *right-of-way* or to the public. If at any time, the *City* requires removal of the abandoned *facility*, the *utility* shall do so in accordance with KMC 12.55.160.

12.55.175 Right-of-way vacations.

If at any time the *City*, in accordance with Chapter 12.95 KMC, vacates the *right-of-way* or any portion therein, the *City* will not be liable for any damages or loss to a *utility* by reason of such vacation. When a *right-of-way* is vacated, it ceases to be a *City right-of-way* and the *utility's* authority from the *City* to have its *facilities* within such *right-of-way* is extinguished. The *City* will use its best efforts to notify any *utility* that may have *facilities* within the *right-of-way* to be vacated to allow the *utility* an opportunity to negotiate an easement for its *facilities*.

Chapter 12.58

WIRELESS COMMUNICATION FACILITIES WITHIN CITY RIGHTS-OF-WAY

Sections:

- 12.58.010 Purpose.
- 12.58.020 ~~Definitions.~~Repealed.
- 12.58.030 Exemptions.
- 12.58.040 Grant of authority – Right-of-way use agreement required.
- 12.58.050 Grant of authority – Effective period.
- 12.58.060 Application – Contents.
- 12.58.070 Application review.
- 12.58.080 Application review and inspection fees.
- 12.58.090 Annual compensation for use of right-of-way.
- 12.58.100 Insurance requirements.
- 12.58.110 Liquidated damages.
- 12.58.120 Liability and indemnification.
- 12.58.130 ~~Repealed.~~
- 12.58.140 Aesthetic and scenic considerations.
- 12.58.150 Adjustments and relocations.
- 12.55.165 Facility security and safety.
- 12.55.170 Abandonment.

12.58.010 Purpose.

The purpose of this chapter is to grant, through *right-of-way use agreements*, authority for the placement of *wireless communication facilities* within the ~~City~~*rights-of-way*; and to establish standards for *right-of-way use agreements* which:

- A. Compensate the *City* for the value of the use of the ~~City~~*right-of-way* by *wireless communication providers*; and
- B. Reimburse the *City* for ongoing costs associated with those uses of the ~~City~~*right-of-way*; and
- C. Encourage competition by establishing consistent terms and conditions under which *wireless communication providers* may use valuable public property to serve the public; and
- D. Fully protect the public and the *City* from any harm that may flow from such private use of ~~the~~ *City**right-of-way*; and
- E. Protect and carry out the authority of the *City* over activities in the ~~City~~*right-of-way*, while recovering costs; and
- F. Allow the *City* to exercise its stewardship responsibilities with regard to ~~the~~ *City**right-of-way* in a manner consistent with all applicable *City* policies and codes, including but not limited to the zoning code, the *City* comprehensive plan, ~~City street standards~~and the Road Standards; and
- G. Otherwise protect the public interests in the development and use of the ~~City~~*right-of-way* infrastructure and in preserving and improving the aesthetics of the community. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.010).]

12.58.020 Definitions.

~~The following terms shall be applicable to this chapter.~~Repealed

- ~~A. “City manager” means the City city manager or his or her designee(s).~~

~~B. "Right of way" is land, property or property interest, such as an easement, usually in a strip, as well as bridges, trestles, or other structures, dedicated to, or otherwise acquired by the City for public motor vehicle transportation purposes, including, but not limited to, streets, avenues, and alleys, whether or not opened, improved or maintained for public motor vehicle transportation purposes.~~

~~C. "Right of way use agreement" is an agreement between the City and a wireless communication provider through which is granted a site specific and revocable privilege to use city right of way at a location identified in the agreement for wireless communication facilities, and through which are set forth the terms and conditions for exercising the granted privilege to use the City right of way.~~

~~D. "Wireless communication facility" is the capital, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, pedestals, and electronic equipment within the right of way used for the purpose of transmitting, receiving, distributing, providing, or offering wireless communications.~~

~~E. "Wireless communication provider" is every person that owns, controls, operates or manages a wireless communication facility within the City right of way for the purpose of offering wireless communication services (i.e., transmission for hire of information in electronic or optical form, including, but not limited to, voice, video, or data).~~

~~F. "Wireless" means transmissions through the airwaves including, but not limited to, infrared line of sight, cellular, microwave, or satellite. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.020).]~~

12.58.030 Exemptions.

The following *wireless communication facilities* are not subject to the provisions of this chapter:

A. *Facilities* located or constructed by the ~~City of Kenmore~~City; and

B. *Facilities* located or constructed by emergency services within the ~~City of Kenmore~~City as approved by the city manager; or

~~C. *Utility's that have an existing franchise with the City.* [Ord. 16-0426 § 9 (Att. G); Ord. 05-0228 § 2; Ord. 03-0180 §§ 1, 2; (KCC 14.45.030).]~~

12.58.040 Grant of authority – Right-of-way use agreement required.

Wireless communication facilities shall only be located or constructed within ~~the City of Kenmore~~rights-of-way after a *right-of-way use agreement* is approved by the *city manager*. Prior to approving the agreement, the *City* shall ensure that the proposed *facility* is located, designed and proposed to be constructed in a manner that complies with all applicable *City* policies and codes, including but not limited to the provisions of KMC Title 18, Zoning, the *City* comprehensive plan, ~~street standards~~the Road Standards, and ~~the regulation for accommodations of utilities~~facilities on City street rights-of-way adopted byper Chapter KMC-12.55-080 KMC. Furthermore, the *right-of-way use agreement* shall only allow placement of *wireless communication facilities* on improved and maintained ~~City street~~rights-of-way. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.040).]

12.58.050 Grant of authority – Effective period.

The *right-of-way use agreement* constitutes authorization for the *applicant* to use the ~~City~~right-of-way at the location specified in the agreement for no more than 10 years. One request for an extension may be approved for up to two years at the discretion of the city manager. Failure to comply with the terms and conditions of the *right-of-way use agreement*, including payment of required annual compensation, is cause for revoking ~~of the use~~of the agreement. The agreement holder shall remove *facilities* authorized by the agreement from the ~~City~~right-of-way upon termination or expiration of the agreement, unless renewed, or upon revocation of the agreement for cause. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.050).]

12.58.060 Application – Contents.

A. The *City* shall not commence review of any *application* set forth in this chapter until the *applicant* has submitted the following:

1. An *application* form provided by the City and completed by the *applicant*;
2. The name of the *applicant* and a designated contact person;
3. Plans and specifications for any structures, antenna or other equipment to be placed in the *right-of-way* or, if applicable, on *abutting private property*;
4. A vicinity map showing the specific location of *right-of-way* subject to the *application*;
5. When structures and equipment are to be located on *abutting properties*:
 - a. A site plan illustrating the relationship to property lines and other structures on the site;
 - b. Legal description of the site *abutting property*; and
 - c. Proof that the *abutting property* is a legally recognized lot pursuant to KMC Title 17;
6. A critical areas affidavit if required by Chapter 18.55 KMC; and
7. A completed environmental checklist, if required by Chapter 19.35 KMC; and.
- ~~8. Payment of any review fees established by KMC Title 21;~~

B. The *applicant* shall attest by written oath to the accuracy of all information submitted for an *application*. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.060).]

12.58.070 Application review.

~~A. The department of engineering and environmental services and the development services department~~department shall coordinate review and inspection of the *application* for a *right-of-way use agreement* and, to the extent required, any zoning approvals, building permits and environmental review under the State Environmental Policy Act, as follows:

~~A. The department of development services shall coordinate the review by all departments of the right of way use agreement application.~~

B. The ~~department of engineering and environmental services~~ shall review and evaluate *applications* with respect to the hazard and risk of the proposed construction and location of the proposed construction in relation to other ~~utilities~~facilities in the *right-of-way*.

C. The ~~department of development services~~City shall review and evaluate all *applications* to determine consistency with respect to the standards and requirements of Chapter 18.60 KMC and KMC Title 21. The ~~City~~department shall also be the lead agency for purposes of any environmental review required under Chapter 19.35 KMC. [Ord. 16-0426 § 9 (Att. G); Ord. 11-0329 § 6; Ord. 03-0180 §§ 1, 2; (KCC 14.45.070).]

12.58.080 Application, review, and inspection fees.

~~The following fees shall be required for the administrative costs and expenses of processing and inspecting a right-of-way use agreement application.~~

| Review Agency | Fee |
|--|---|
| Development services department- (application processing) | Imposed by the city- council by resolution |
| Development services department- (zoning review) | |
| Engineering and environmental services- department (inspection) | |

The applicant shall pay the fees imposed by the city council by resolution, payable to the City for the administrative costs and expenses of processing the application and for other functions necessary for the approval and use of permits and the agreement. These fees shall be equal to the administrative costs of approving the agreement, including but not limited to preparing the permit for construction, review, processing, coordinating review with other departments, preparing environmental documents, inspection, agreement preparation, legal review, etc. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; Ord. 02-0139 § 1; (KCC 14.45.080).]

12.58.090 Annual compensation for use of right-of-way.

A. In consideration for continuing use of the City rights-of-way, ~~the an~~ agreement holder shall annually pay compensation ~~commit to the City provide an annual use payment. in an~~ The amount ~~of the use payment shall be as follows~~ approved by the city council by resolution.

| Type of Equipment/Facility within the Right-of-Way | Use Payment |
|--|---|
| Separate support structure (such as a monopole or lattice) used solely for wireless antenna, with antenna/ receiver transmitter and/or equipment cabinet | Imposed by the city council by resolution |
| Antenna/receiver transmitter (on an existing or replacement pole) and equipment cabinet | |
| Antenna/receiver transmitter (on an existing or replacement pole) or equipment cabinet, but not both | |

B. For the purpose of this section, “replacement pole” means a new ~~utility~~ pole replacing an existing ~~utility~~ pole in the City right-of-way with no increase in the total number of ~~utility~~ poles in the *right-of-way*. Replacement poles provide extra capacity to support attached *wireless communication facilities*.

C. ~~PUse~~ payments of required compensation shall be paid to the City and are due upon the signing of the agreement, prorated to the end of the year, and the first of January every year thereafter.

D. All use payments prescribed by subsection A of this section shall be automatically escalated annually ~~, beginning January 1, 2001, and every year thereafter,~~ for the change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (“CPI-U”) for the Seattle Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the county shall be used to calculate the adjusted amounts. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; Ord. 02-0139 § 1; (KCC 14.45.090).]

12.58.100 Insurance requirements.

A. For any *right-of-way use agreement*, the agreement holder must carry commercial general liability, automobile liability and stop gap or employers liability coverage, each in minimum limits of not less than ~~\$21,000,000~~, in an amount approved by the city manager. All policies must provide endorsements naming the ~~City of Kenmore~~ City as an additional named insured.

B. All policies shall be placed with insurers having a Bests’ rating of no less than A:VIII or, if not rated by Bests, with surpluses equivalent to or greater than Bests’ A:VIII rating. The agreement holder shall send copies of certificates, endorsements or other adequate evidence of compliance with this section to the ~~office so designated in the application~~ City prior to the City’s execution of the agreement. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.100).]

12.58.110 Liquidated damages.

All *right-of-way use agreements* may provide for liquidated damages to compensate the City for harm caused by violation of an agreement or this chapter, or any applicable law in an amount which is a reasonable forecast of just compensation for the harm caused by the violation but no less than \$250.00 per day for each day the violation occurs. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.110).]

12.58.120 Liability and indemnification.

A. All *right-of-way use agreements* shall contain the following provision: the holder of agreement shall have no recourse whatsoever against the ~~county~~ City or its officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the agreement, or KMC Title 21 because of the enforcement of the agreement, or KMC Title 21 except if such loss, costs, expenses or damages are the result of the sole negligence or misconduct on the part of the *City* or its agents.

B. All *right-of-way use agreements* shall contain the following provision: to the extent permitted by law, the holder of the agreement shall, at its sole cost and expense, indemnify, hold harmless, and defend the *City* and its officers, boards, commissions, agents and employees, against any and all claims, including but not limited to third-party claims, suits, causes of action, proceedings and judgments for damages or equitable relief arising out of the construction, repair, *maintenance* or operation of its *wireless communication facilities*, or in any way arising out of the agreement holder's enjoyment or exercise of the *right-of-way use agreement* granted pursuant, or otherwise subject to KMC Title 21, regardless of whether the act or omission complained of is authorized, allowed or prohibited by KMC Title 21 or an agreement. This provision includes, but is not limited to, expenses for reasonable legal fees and for disbursements and liabilities assumed by the *City* as follows:

1. To persons or property, in any way arising out of or through the acts or omissions of the agreement, its officers, employees, or agents or to which the agreement holder's negligence shall in any way contribute;
2. Arising out of an agreement holder's failure to comply with the provisions of any federal, State or local statute, ordinance, rule, or regulation applicable to the agreement holder.

C. The *City* shall give the agreement holder ~~timely~~ 30 calendar days' written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by KMC Title 21. In the event any such claim arises, the *City* or any other indemnified party shall tender the defense thereof to the permit and the agreement holder shall have the right to defend, settle, or compromise any claims arising hereunder and the *City* shall cooperate fully therein. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.120).]

12.58.130 Antenna and equipment cabinets/buildings abutting residential zones.

Repealed by Ord. 16-0426. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.130).]

12.58.140 Aesthetic and scenic considerations.

A. Facility installations shall be designed and constructed to minimize the adverse effect on existing right-of-way, manmade or natural amenities. Special efforts shall be taken to minimize any potential negative impact on areas of scenic beauty such as viewpoints, recreation areas, public parks, and historic sites. Facility designs shall be in accordance with Chapter 18.60 KMC.

B. Overhead facilities shall take into consideration existing trees and future growth. Facilities shall be located to avoid or minimize branch trimming, root pruning, or other damage to existing trees.

12.58.150 Adjustments and relocations.

A. The utility shall be responsible, at no expense to the City, to repair, remove or relocate all existing facilities within the right-of-way if such installation, repair, removal, or relocation is required by the City for any purpose, including, but not limited, conflicts with a city project, City maintenance and operation, public safety, -pole relocations or replacements.

B. Utility driven relocations: In the event of a relocation or replacement, all utilities using the original structure shall transfer to the new structure within 120 calendar days of the new structure installation. The utility initiating the relocation/replacement shall be responsible for the coordination of and providing a minimum of 90 calendar day notice to any other third-party Utilities for the transfer of their respective facilities.

C. Facilities that conflict with city projects shall be relocated as directed by the City. Facilities shall be relocated in the time frame required by the right-of-way use agreement.

D. Failure to relocate facilities as required by this section shall be considered a breach of agreement and may result

in termination of the ~~and~~ agreement and shall be subject to enforcement and the penalties set for in KMC 12.55.130.

12.58.165 Facility security and safety.

Notwithstanding reinforcement or protection otherwise provided, a *utility* shall be responsible for the safety and security of any existing *facility* within the *right-of-way*. Where there are construction hazards or where heavy construction equipment will be used, the *utility* shall provide adequate temporary protection. Construction of *facilities* shall be performed in such a manner as to provide a safe passage within the *right-of-way*. In restoring the *right-of-way*, the *utility* shall protect existing *facilities* in the *right-of-way* without impacting the safe and efficient operation of the *road*.

12.58.170 Abandonment.

All abandoned *facilities* shall be removed by the agreement holder from the *right-of-way* within 30 days of being decommissioned by the *utility*.

Chapter 12.60

PUBLIC AND PRIVATE UTILITIES ON REAL PROPERTY

Sections:

- 12.60.010 Purpose.
- 12.60.020 Permit – Required – Exceptions.
- 12.60.030 Permit – Issuance authority – Use.
- 12.60.040 Permit – Privilege limitations.
- 12.60.050 Permit – Compliance with applicable provisions.
- 12.60.060 Permit – Terms and conditions.
- 12.60.070 Permit – Application – Required information.
- 12.60.090 ~~Permit — Review and certification by agencies.~~
- 12.60.095 Grant of authority.
- 12.60.098 Grant of authority – Effective period.
- 12.60.100 Financial guarantee requirements.
- 12.60.110 Notice of proposed use and commencement – Departmental coordination of permit approval.
- 12.60.120 Notice to agencies of construction date.
- 12.60.130 Permit revocation.
- 12.60.140 Termination of privileges – Assessment.
- 12.60.150 Enforcement.
- 12.60.160 Rights reserved to City – Conformance and payment of cost required.
- 12.60.170 Rule and regulation promulgation.
- 12.60.180 Severability.
- 12.60.190 Application, review, and inspection fees.
- 12.60.200 Annual compensation for use of real property.

12.60.010 Purpose.

The purpose of this chapter shall be to authorize and regulate the issuance of permits for the accommodation of public and private ~~utility facilities~~, and other related uses upon the ~~City-owned~~ real property which is not dedicated as *right-of-way* and to ensure that privileges authorized by the permits are consistent with public ownership of the property, the ~~City~~ comprehensive plan, the critical areas code, sound engineering and design standards, and health and sanitation regulations. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.010).]

12.60.020 Permit – Required – Exceptions.

All ~~work utility construction work and other uses~~ performed upon, along, over, under or across any public place in the ~~City of Kenmore~~City shall require a special use permit to be issued by the ~~City of Kenmore~~City; provided, that ~~construction work~~ undertaken by the ~~City of Kenmore~~City or under contract to the ~~City of Kenmore~~City or requested by the ~~City of Kenmore due to new construction~~ shall be exempted from this requirement. ~~Utility construction~~Work includes, but is not limited to, construction and *maintenance* of waterworks, gas pipes, telephone, telegraph and electric lines, sewers, cable television, wireless communications, ~~and~~ petroleum products and any other such public and private facilities. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.020).]

12.60.030 Permit – Issuance authority – Use.

The ~~City of Kenmore~~City is authorized to issue revocable permits for all ~~utility construction work and installation~~, and other related uses upon, along, over, under or across any public place in the ~~City of Kenmore~~City. The permits shall be used to authorize an act or series of acts on ~~City-owned~~ real property which is not dedicated as *right-of-way*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.030).]

12.60.040 Permit – Privilege limitations.

The permits shall not be construed to convey any vested right in the property. The permits grant only a personal and revocable privilege and license to do one or more acts on the property without possessing any interest in the property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.040).]

12.60.050 Permit – Compliance with applicable provisions.

The issuance of permits authorized in this chapter does not relieve or release the *permittee* from complying with other applicable statutes, ordinances, restrictions, regulations, rules or obligations in connection with the *permittee's* proposed use of the property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.050).]

12.60.060 Permit – Terms and conditions.

The *permits* shall be subject to all terms, conditions and restrictions, imposed by the department responsible for the management of the property to be affected, deemed necessary to preserve all characteristics consistent with public ownership. ~~consequently, the~~ The general and specific terms, conditions and restrictions of the *permits* will vary according to, but not limited to, the following:

- A. The property interest owned by the ~~City of Kenmore~~City;
- B. All federal, State or local restrictions placed on the use of the property;
- C. The purpose for acquiring the property;
- D. Plans for the future development of the property;
- E. The *applicant's* proposed use of the property; and
- F. The individual characteristics of the property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.060).]

12.60.070 Permit – Application – Required information.

Applications for all *permits* shall be submitted, in writing, to the ~~City of Kenmore~~City. The *application* shall contain whatever information, including plans and specifications, the ~~City of Kenmore~~City shall require. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.070).]

12.60.090 ~~Permit – Review and certification by agencies.~~

A. The ~~City of Kenmore~~City shall ~~coordinate the review by all departments of permit applications for compliance with all City codes, plans, and Road Standards. Work within City parks shall be reviewed for consistency with the City's most current Parks, Recreation, and Open Space Plan.~~

B. The department responsible for the management and maintenance of the property to be affected shall review and evaluate *applications* with respect to the hazard and risk of the proposed construction or use, location of the proposed construction or use in relation to other *facilities* and infrastructure using the property, the adequacy of the engineering and design of the proposed construction or use, and applicable ~~f~~Federal, State, ~~e~~County and local laws and regulations.

~~C. The Seattle King County department of public health shall review and evaluate applications for the construction of waterworks (except for domestic service connections) to determine consistency with State and local health and sanitation regulations.~~

~~D. If applicable, the~~ ~~City of Kenmore district~~ fire marshal and/or utility district shall review and evaluate *applications* for the construction of waterworks to determine consistency with ~~standards for water mains and fire hydrants.~~

~~E. All s for the construction of sewer or water facilities must be certified by the department of community development as consistent with a sewer or water comprehensive plan approved by the city council.~~

~~F. In any case, the~~ ~~City of Kenmore~~City shall ~~forward the review applications to the department for compliance with recommendations on~~ critical area regulations issues and ~~the City of Kenmore~~City shall be responsible for assuring that any *application* meets the requirements of the critical areas code set out in Chapter 18.55 KMC and the administrative rules promulgated thereunder before the permit is issued.

E. Additional permitting may be required by other agencies. The *applicant* shall be responsible for securing all necessary permits not issued by the *City*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.090).]

12.60.095 Grant of authority.

Facilities shall only be located or constructed on real property after a use agreement is approved at the discretion of the *city manager*. Prior to approving the agreement, the *City* shall ensure that the proposed *facility* is located, designed and proposed to be constructed in a manner that complies with all applicable *City* policies and codes, including but not limited to the provisions of KMC Title 18, Zoning, the *City* comprehensive plan, and other sections of KMC as applicable.

12.60.098 Grant of authority – Effective period.

The use agreement constitutes authorization for the *applicant* to use the *City* property at the location specified in the agreement for no more than 10 years. Extensions may be approved at the discretion of the *city manager*. Failure to comply with the terms and conditions of the use agreement, including payment of required annual compensation, is cause for revoking of the use agreement. The agreement holder shall remove *facilities* authorized by the agreement from the *City* property upon the termination or expiration of the agreement, unless renewed, or upon revocation of the agreement for cause.

12.60.100 Financial guarantee requirements.

Prior to final approval of all permits, the *department* ~~responsible for the management of the property to be affected~~ shall determine the amount of the performance guarantee necessary to assure compliance with approved construction plans, applicable State and local health and sanitation regulations, *City* standards for water mains and fire hydrants, and to assure proper *restoration* of the property and the health and safety of the users of the property. The *applicant* shall submit the financial guarantee consistent with the provisions of KMC Title 21. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.100).]

12.60.110 Notice of proposed use and commencement – Departmental coordination of permit approval.

A. The *applicant*, at the time of submitting an *application* for a permit, shall notify all public and private *utility* entities known to be using or proposing to use the same public place of the *applicant's* proposed use and the proposed timing of any construction. Any such entity notified may, within seven days of such notification, request a delay in the commencement of any proposed construction for the purpose of coordinating other construction work on the property with that proposed by the *applicant*. The ~~City of Kenmore~~*City* may delay the commencement date for the *applicant's* construction *work* on the property for 90 days or less if it finds that such delay will reduce the inconvenience to the public from construction activities, and it finds that such delay will not create undue economic hardship on the *applicant*.

B. The ~~City of Kenmore~~*City* shall also coordinate the approval of *permits* with the department responsible for the management and maintenance of the property to be affected and may delay the commencement date for the *applicant's* construction *work* for ~~90-180~~ days or less upon making the findings described in subsection (A) of this section.

~~C. The City of Kenmore shall inform the Seattle King County department of public health of permits for construction of waterworks (except domestic service connections), and the City of Kenmore fire marshal of permits for waterworks. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.110).]~~

12.60.120 Notice to agencies of construction date.

The *permittee* is required to give written notice of the date construction will begin to the following agencies: the *department* responsible for the management and maintenance of the property to be affected; ~~Seattle King County department of public health~~*Northshore Utility District* for construction of waterworks ~~(except for domestic service connections)~~; the ~~City of Kenmore~~ fire marshal for construction of waterworks. Failure to give such notice is grounds for the revocation or suspension of the permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.120).]

12.60.130 Permit revocation.

Any permit issued by the authority of this chapter shall be revocable at any time that the *department* responsible for the management and maintenance of the property affected shall determine that the public health, safety, general welfare, or public use requires such revocation, and the right to revoke is expressly reserved to the ~~City of Kenmore~~City. At a reasonable time prior to action upon such revocation or proposed revocation, opportunity shall be afforded to the *permittee* to present for consideration action or actions alternative to the revocation of such permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.130).]

12.60.140 Termination of privileges – Assessment.

All privileges granted by the ~~permits~~use agreement shall automatically terminate at such time as the *permittee* ceases to use the property and any *facilities* authorized by the ~~permit~~agreement. The *permittee* may terminate the agreement by written notice to the *city manager*. Upon revocation, termination or abandonment of any ~~agreement~~permit, the *permittee* shall remove at ~~the permittee's~~this expense all *facilities* placed on such property by the *permittee* and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the *facilities*, as noted in the agreement, or to a condition which is satisfactory to the *City*. If the *permittee* has not accomplished removal and restoration at the end of a 90-day period following the effective date of revocation, termination or abandonment, the *City* may accomplish all of the necessary work and charge all ~~of the~~ costs related to said work to the *permittee*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.140).]

12.60.150 Enforcement.

In addition to other enforcement powers and not in limitation thereto, the *city manager* is authorized to enforce the provisions of this chapter, and any rules and regulations adopted thereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.150).]

12.60.160 Rights reserved to City – Conformance and payment of cost required.

The *City* reserves the sole right to use, occupy and enjoy its property for such purposes as it ~~shall~~ desires and deems fit, including, but not limited, to constructing or installing structures and *facilities* on the property, or developing, improving, repairing, *maintaining* or altering the property. The *permittee* upon written notice will, at the ~~permittee's~~this own ~~cost and~~ expense, remove, repair, relocate, change or reconstruct ~~such installations~~facilities to conform with the plans of *work* contemplated or ordered by the *City* according to a time schedule contained in the written notice. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.160).]

12.60.170 Rule and regulation promulgation.

The *city manager* may promulgate any rules and regulations necessary for the operation of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.170).]

12.60.180 Severability.

If any provision of this chapter or its *application* to any person or circumstances is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.180).]

12.60.190 Application, review, and inspection fees.

Each application requires fees, imposed by the city council by resolution, payable to the City for the administrative costs and expenses of processing the application and for other functions necessary for the approval and use of permits and the agreement. These fees shall be equal to the administrative costs of approving the agreement, including, but not limited to, preparing the permit for construction, review, processing, coordinating review with other departments, preparing environmental documents, inspection, agreement preparation, legal review, etc.

12.60.200 Annual compensation for use of real property.

In consideration for continuing use of City real property, an agreement holder shall pay annual compensation for use of the property. The amount of the use payment shall be as adopted by the city council by resolution.

Chapter 12.65

SNOW EMERGENCY ROUTES

Sections:

- 12.65.010 Designation.
- 12.65.020 Publication.
- 12.65.030 Snow emergency – Declaration authority – News bulletin.
- 12.65.040 Coordination of snow removal activities with other jurisdictions.

12.65.010 Designation.

Certain arterial ~~and collector roads-highways, and~~ school bus routes, ~~and other roads-in the City of Kenmore,~~ to be identified and so designated by the ~~director of public works~~city manager, are declared snow emergency routes. Such snow emergency routes shall be the first streets to be sanded and/or cleared of snow.

~~A. A list of streets which will remain open and available for school bus use during thawing conditions shall be supplied to each and every school district operating on City streets within the City.~~

[Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.010).]

12.65.020 Publication.

The ~~director of public works~~city manager shall issue a news bulletin ~~to all newspapers of general circulation-servicing the City of Kenmore~~to all City police, fire services and the school district, a listing of all such snow emergency routes. Such listing ~~of snow emergency routes shall be prepared and a news bulletin issued within two-weeks of January 29, 1973, and thereafter annually;~~ prior to the second Monday in ~~November~~October. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.020).]

12.65.030 Snow emergency – Declaration authority – News bulletin.

A. The ~~director of public works or his authorized representative~~city manager is empowered to declare a snow emergency. The ~~director~~city manager shall establish guidelines for conditions which will warrant the declaring of a snow emergency.

B. When a snow emergency is declared, the ~~director~~city manager shall issue an emergency news bulletin ~~to all radio and television stations and newspapers serving the City of Kenmore~~through the City's electronic media; and to the chief of the police ~~and fire departments~~, so that there may be coordination for the deployment of personnel and equipment. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.030).]

12.65.040 Coordination of snow removal activities with other jurisdictions.

The ~~director of public works~~city manager shall coordinate ~~City of Kenmore~~City snow removal activities with federal, State, county and other local jurisdictions located within or adjacent to the ~~City of Kenmore~~City for the purpose of continuity in clearing snow emergency routes. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.040).]

Chapter 12.70
SIDEWALKS, PLANTING STRIPS
AND STREET TREES

Sections:

- 12.70.010 Definitions.
- 12.70.020 ~~Sidewalk – Repair determination – Responsibility and costs. Abutting property owner to maintain sidewalk in safe condition~~
- 12.70.030 ~~Sidewalk – Notice to repair – Cost assessment. Abutting property owner shall be responsible for expense of sidewalk maintenance and repair~~
- 12.70.040 ~~Planting strip. Right of way maintenance. Procedure for sidewalk construction or repair.~~
- 12.70.050 Right-of-way vegetation maintenance
- 12.70.060 ~~50~~ Sidewalk – Snow, ice and trash removal required when.
- 12.70.070 ~~60~~ Sidewalk – Violation of KMC 12.70.050 deemed misdemeanor.
- 12.70.080 ~~70~~ Exemption from KMC 12.70.040 and 12.70.050 permitted when.
- 12.70.090 ~~80~~ ~~Street trees and plantings~~ Right-of-way vegetation – Trimming limitations – Removal prohibited.
- 12.70.100 ~~90~~ Right-of-way maintenance – Enforcement.

12.70.010 Definitions.

~~Terms used in this chapter with relation to sidewalks, planting strips, unimproved right of way, and curbs will have the meanings as set forth in this section. In addition to the definitions in Section 12.05 KMC, the following definitions shall apply to this Section:~~

~~A. “Abutting property” means property having a frontage upon the sides or margins of any street or right of way.~~

~~B. “Curb” means a cement, concrete or asphaltic concrete raised structure designed to delineate the edge of the pavement and to separate the vehicular portion from that provided for pedestrians and surface drainage control.~~

~~C. “Hazardous tree” means any tree with any structural defect, disease, damage, or combinations of these which make it subject to a high probability of failure which might cause damage to persons or property. A “hazard tree” includes, but is not limited to, any isolated tree(s) that have a high probability of failure due to low wind-firmness in post-construction conditions as determined by a qualified tree protection professional.~~

B. “Planting strip” means that portion of the right-of-way which lies:

- ~~1. Behind the curb line and b~~ Between the curb line and the sidewalk; and~~or~~
- ~~2. Between the sidewalk and the right-of-way line; or~~
- ~~3. Between the edge of pavement and the right-of-way line where sidewalks and/or curb are not present; or~~
4. Between the curb line and the right-of-way line where sidewalk is not present.

And may include, but not limited to, trees, shrubs, groundcover, fences, facilities, signs, hydrants, gravel, drainage infrastructure. right of way by the City D. “Public works director” means the public works director, or designee.

[Ord. 17-0445 § 1; Ord. 16-0428 § 2 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.010).]

12.70.020 Abutting property owner to maintain sidewalk in safe condition—Repair determination—Responsibility and costs.

~~A. Whenever a portion of any public street, including any boulevard, avenue, lane or place, is improved by a sidewalk thereon, and the sidewalk has become unfit or unsafe for public travel, the city manager may determine that the reconstruction or repair of that portion of sidewalk is necessary for the public safety and convenience. If the manager makes such a determination, the manager will also determine the cause of the damage to such sidewalk. It shall be the responsibility of the owner of property abutting upon a public sidewalk to maintain the sidewalk at all times in a safe condition, free of any and all obstructions or defects, see section 12.70.050.~~

~~B. If the city manager finds that damage to the sidewalk results from activities on or use of the abutting privately-owned property or actions or omissions of the abutting private property owner (examples include roots from trees not planted by any public entity, private vehicle traffic at driveways, etc.), the duty, burden and expense of reconstruction or repair will be the responsibility of the owner; provided, that the owner will not be responsible for any construction or repair in excess of 25 percent of the valuation of the abutting property, exclusive of improvements.~~

~~C. If the city manager does so find the cause of damage to the sidewalk lies on public property, within the right-of-way, or can be identified as placed by a public entity, the duty, burden and expense of repair will be the responsibility of the City.~~

~~D. The city manager will prepare a written order of the city manager's determinations under this section. This chapter and the city manager's determinations will constitute the "resolution" identified in Chapters 35.68, 35.69 and 35.70 RCW. [Ord. 17-0445 § 2; Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC-14.52.020).]~~

12.70.030 Abutting property owner shall be responsible for expense of maintenance and repair.

~~The burden and expense of maintaining sidewalks along the side of any street or other public place shall be borne by and the responsibility of the owner of the property directly abutting thereon. The abutting property owner shall also be responsible for performing and paying for sidewalk repairs to the extent the need for repairs is caused by the actions or omissions of the abutting property owner.~~

12.70.030—040 Procedure for sidewalk construction or repair. Sidewalk—Notice to repair—Cost assessment.

~~A. Whenever the city manager has determined that a portion of a sidewalk has become unfit or unsafe for public travel, that reconstruction or repair is necessary for public safety and convenience, and that the abutting property owner is responsible for reconstruction or repair pursuant to KMC 12.70.020(B), the public works director will give written notice of the determination to the owner of the abutting property. The notice will:~~

~~A. If the judgment of the city engineer or another department of public works official, public convenience or safety requires that a sidewalk be constructed or repaired along either side of any street, such fact shall be reported to the city council.~~

~~B. If upon receiving a report from the proper official, the city council deems the construction of the proposed sidewalk or repair of such sidewalk necessary or convenient for the public health, safety or welfare, the city council may then order such work to be done pursuant to the procedures established in Chapter 35.68, 35.69 or 35.70 RCW. The cost of such proposed sidewalk construction or sidewalk repair shall be borne by the abutting property owner in accordance with Chapter 35.68, 35.69 or 35.70 RCW.~~

~~C. Permit Required: Before commencing reconstruction or repair of a sidewalk, the owner must submit an application for a right-of-way use permit, limited (Type A). The application must include provide to the public works director—the plans for the reconstruction or repair, together with an estimate of the cost of the reconstruction or repair. The city engineer shall evaluate the cost of the reconstruction/repair. —and information from which the public works director/city engineer may determine the valuation of the abutting property, exclusive of improvements. The public works director/city engineer may require the owner to provide additional information to evaluate the cost, determine such valuation, at the cost of the owner. If the public works director/city engineer determines that the cost of the reconstruction or repair will exceed 5025 percent of the abutting property such —~~

valuation, exclusive of improvements, the *owner* must modify the plans for the reconstruction or repair so that the cost ~~of the work~~ does not exceed 5025 percent of such valuation. The *owner* will not commence the reconstruction or repair until the ~~public works director~~city engineer has approved the modified plans. The abutting property valuation shall be the current valuation as determined by the King County Assessor's office website for said property.

~~B. If the owner fails to perform the approved reconstruction or repair within the time period stated in the notice, or a different time period approved by the public works director, the City will complete the reconstruction or repair. After completion, the public works director will determine the cost to be charged to the owner, and the time and manner of payment thereof; provided, that the cost will not exceed 25 percent of the valuation of the abutting property, exclusive of improvements. The public works director will give notice of the cost to the owner. The notice will:~~

- ~~1. State the cost to be charged to the owner, and the time and manner of payment thereof;~~
- ~~2. Include supporting documentation for the cost;~~
- ~~3. Advise the owner that the cost cannot exceed 25 percent of the valuation of the property, exclusive of improvements;~~
- ~~4. State that the public works director will hear protests to the determination of cost, at a time and place and in a manner established by the public works director.~~

~~The approved cost will become a lien upon the property. The lien will be collected in the manner as provided by law for collection of local improvements assessments.~~

~~The owner may appeal the city manager's determination of responsibility for the reconstruction or repair, and may appeal the public works director's determination of cost, by filing a notice of appeal with the city manager or the public works director, as applicable, within 10 calendar days after entry of the city manager's or public works director's city engineer determination. The city manager or public works director will consider the owner's protests at a time and place and in a manner determined by the city manager or public works director. The city manager or public works director will give notice of the date, time, place and manner of consideration of the protests to the owner's recorded tax address. After the protest consideration, the city manager or public works director will issue a decision, which will be the City's final decision on the owner's responsibility for reconstruction or repair or the cost. [Ord. 17-0445 § 3; Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.030).]~~

12.70.0540 Planting stripRight-of-way vegetation maintenance.

A. Maintenance of planting strips, sidewalks, and unimproved right-of-way, including tree~~hazardous trees~~, tree limbs and shrubbery (that ~~protrude over~~obstructs the road and/or sidewalk or blocks sight distance or signage), soil, gravel, weeds, grass, or other ground cover, will be the responsibility of the abutting property owner. Vegetation in planting strips will be kept maintained in a condition that does not impair the use of the right-of-way by the City or the traveling public. The use of the right-of-way includes, but is not limited to:

1. ~~A.~~ Motor vehicles on paved roadways;
2. ~~B.~~ Bicycles on paved surfaces or designated trails; and
3. ~~C.~~ Pedestrians on sidewalks, designated paved walkways or other pedestrian paths as determined by the city manager; and
- 3.4. City maintenance and operations.

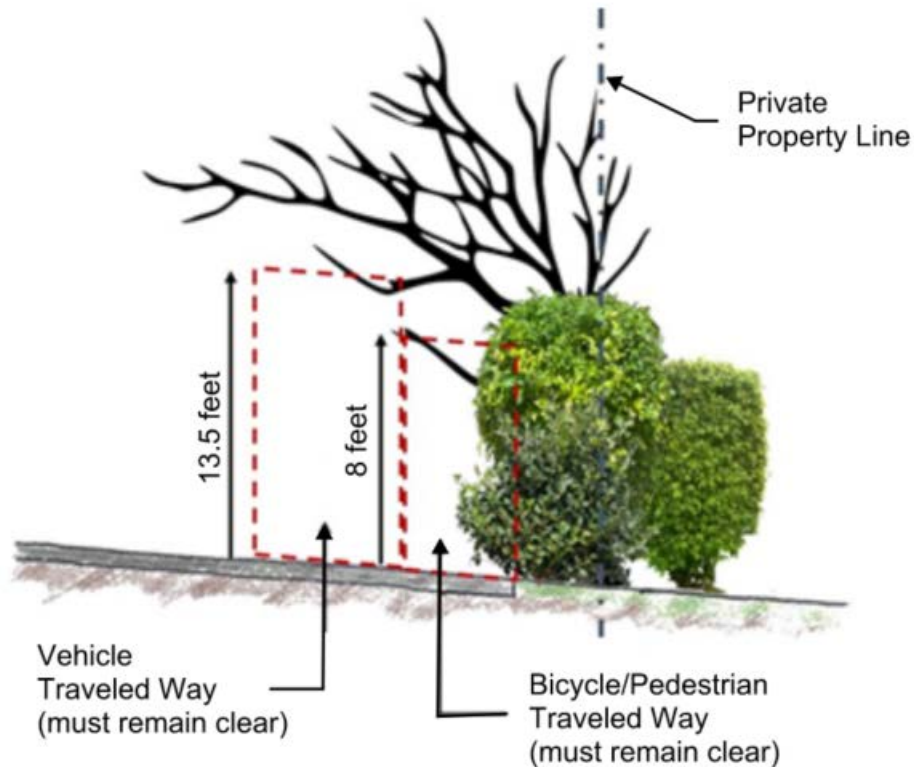
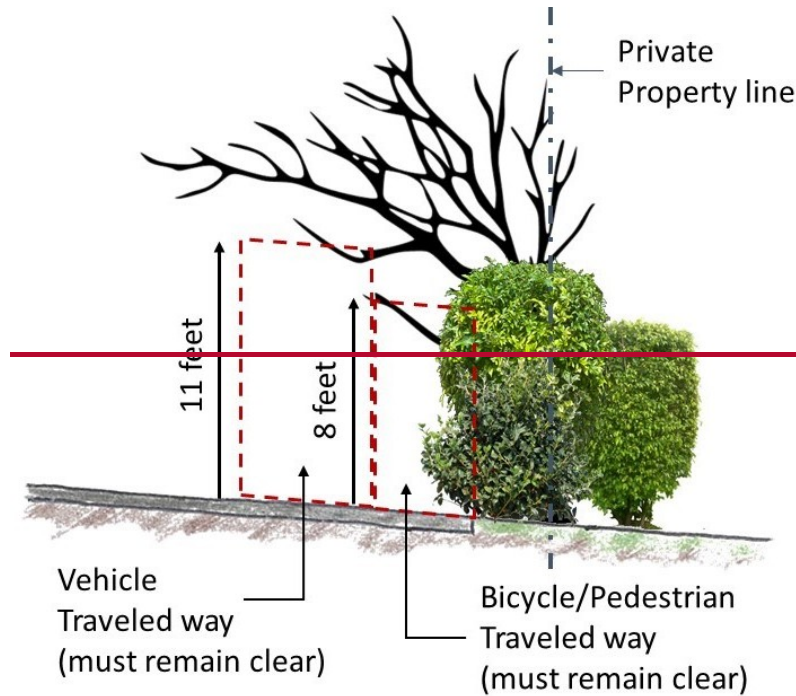
B. Vegetation ~~will~~shall not overhang sidewalks, walkways or bike lanes within eight feet, measured vertically from any point on the traveled way. Vegetation ~~will~~shall not overhang vehicle lanes within ~~11~~13.5 feet, measured vertically from any point on the traveled way. Vegetation shall be trimmed as needed to prevent blockage of sight distance per the Road Standards or any roadway sign. The traveled way is defined as:-

1. ~~DA.~~ The traveled way (facing private property) for pedestrians shall be for~~for~~ sidewalks, paved walkways separated by a curb from the vehicle traveled way, or paved walkways signed for pedestrians. ~~or bike lanes will~~

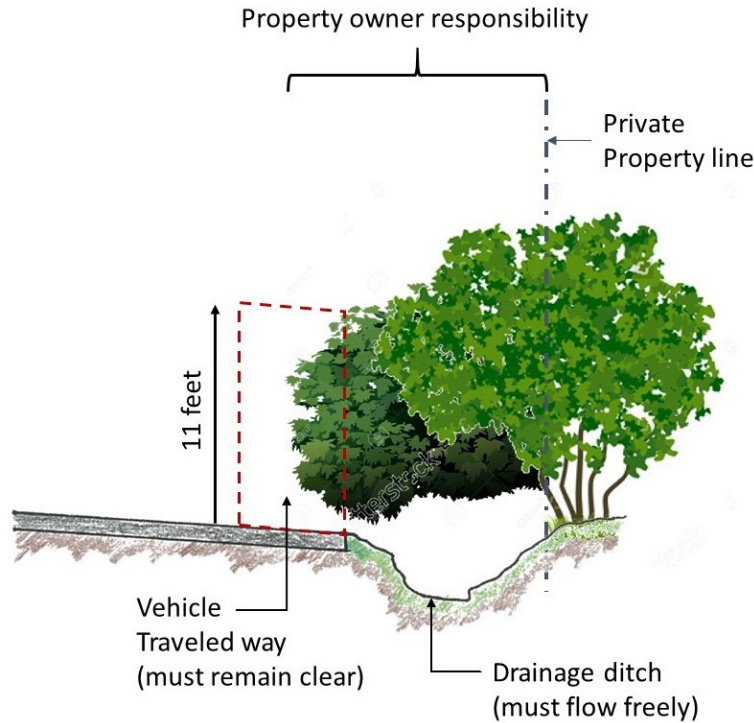
~~be defined by the edge of paved surfaces.~~ Other pedestrian paths, as determined by the *city manager*, ~~will be a minimum of four feet wide~~ may also be defined as a pedestrian traveled way.

~~4.2. B.~~ The traveled way for bicycles shall be defined by signage and pavement markings and shall be a paved area separated by pavement markings from the vehicle traveled way or a paved path as determined by the *city manager*.

~~2.3. EC.~~ The traveled way for vehicles will be defined by the edge stripe or edge of pavement where no stripe is present.



C. Drainage ditches ~~will~~shall be kept free of debris and maintained in a condition that allows the free flow of water_ and provides for adequate access for City maintenance and inspections. Aesthetic maintenance of drainage ditch vegetation, assuming adequate access and free flow of water is maintained, is ~~the at the discretion and~~ the at the discretion and responsibility ~~and at the discretion~~ of the ~~abutting~~ property owner.



D. Within unimproved right-of-way, abutting property owners shall be responsible for trimming vegetation that overhangs onto their respective property and for removing hazardous trees. The abutting property owner's responsibility shall extend to the center of the unimproved right-of-way.

E. Should the city manager find that such property is not being properly maintained, the city manager will send a notice as provided in KMC 12.70.030 specifying a reasonable time within which such maintenance will be accomplished. If the owner fails to proceed, the department will have the maintenance performed, and the cost may, at the discretion of the city manager, be assessed against the property owner. All slopes adjacent to abutting properties shall be maintained by the owner. Maintenance shall be consistent with the requirements for planting strips and shall include erosion control and vegetation stabilization.

F. Certain planting strips, sidewalks, unimproved right-of-way and other right-of-way areas may be maintained by the City at the city manager's discretion. Nothing in this chapter will preclude the City, at city manager's discretion, from maintaining vegetation in the City right-of-way. [Ord. 17-0445 § 4, 2017; Ord. 16-0428 § 2 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.040).]

12.70.0650 Sidewalk – Snow, ice and trash removal required when.

It is unlawful for any person, firm or corporation owning ~~real abutting property~~ within the ~~City of Kenmore~~ City to permit the accumulation of snow, ice, vegetative debris, trash or any other material ~~on~~ on an existing sidewalk which impedes the normal flow of pedestrian traffic. In the event the property is owned by a person not a resident of the ~~City of Kenmore~~ City, a reasonable period of time shall be provided for the owner or ~~the owner's~~ this agent to remove the material. If such removal is not accomplished within a reasonable period of time, the ~~director of public works~~ city manager may have the sidewalk cleaned and the cost thereof shall be ~~a collection billed to lien on the property owner.~~ The determination of reasonable period of time shall be at the sole discretion of the city manager. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.050).]

12.70.0760 Sidewalk – Violation of KMC 12.70.050 deemed misdemeanor.

Each day any sidewalk, or driveway portion thereof, is permitted to remain in a hazardous condition as specified in KMC 12.70.050 shall be considered and shall constitute a separate violation. Violation of KMC 12.70.050 shall constitute a misdemeanor and shall be punished ~~edable~~ as provided by law. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.060).]

12.70.0870 Exemption from KMC 12.70.0430 and 12.70.050 permitted when.

~~Residents whose property~~ Property that abuts the right-of-way which is substantially higher or lower in elevation than the ~~street road, which~~ does not have reasonable street access to that section of the right-of-way from one or more sides of their property, and where that portion of right-of-way is not continuous to abutted right-of-way that is accessible – may apply for an exemption from the provisions of KMC 12.70.30 and 12.70.040 and 12.70.050. Exemptions may be granted by the city engineer based upon standards which shall be established by the *department*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.070).]

12.70.0980 ~~Street-Right of way trees and plantings~~vegetation – Trimming limitations – Removal prohibited.

A. Notwithstanding any provision of *franchise* agreements, ~~street trees~~vegetation planted within the public *right-of-way* ~~along streets under the jurisdiction of the City of Kenmore~~ shall not be removed or cut back so as to generally damage the aesthetic quality or survivability of the vegetation~~tree~~. Such trimming, when required by ~~power or telephone~~utility companies to safeguard their ~~facilities~~wires, shall be done in a manner that preserves the general appearance of the vegetation~~tree~~. The same provisions shall be applicable to others in that trees, shrubs and other plantings shall not be removed or otherwise trimmed so as to damage the general appearance of the planting areas.

B. Judicious trimming is permitted in such areas that will provide proper sight distance for intersections and driveways and such traffic warning or regulatory signs that are in place. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.080).]

12.70.100 Right-of-way maintenance - Enforcement

A. Should the city engineer find that such right-of-way is not being properly maintained consistent with KMC 12.70.050 through 12.70.090, the city engineer may, but is not required to, notify the abutting property owner to comply with the provisions of this chapter. The notice will be prepared per KMC 1.20.070 as amended below:

1. All references to “code enforcement officer” shall mean city manager;

2. State that if the owner fails to trim or remove the vegetation within the time frame provided, the City will begin enforcement proceedings per chapter 1.20 KMC or if determined by the city engineer to be a public safety hazard, an environmental hazard, or impedes City maintenance and operations, the City will perform the maintenance pursuant to subsection B of this section; and

3. In the case of a public safety hazard, an environmental hazard, or impeding City maintenance and operations, state that any cost incurred by the City that may be assessed against the property owner for failure to comply with this provision.

B. If, by determination of the city engineer, the vegetation is a public safety hazard, environmental hazard, or impedes City maintenance and operations and the abutting property owner fails to complete the required maintenance within the time period stated in the notice, the City will perform the required maintenance and the cost may, at the discretion of the city engineer, be assessed against the abutting property owner. After completion, the city engineer will determine the cost to be charged to the owner and the time and manner of payment thereof; provided, that the cost will not exceed 50 percent of the valuation of the abutting property, exclusive of improvements. The cost will include all direct invoiced costs for materials and equipment as well as \$75.00 per hour per person of labor performed by the City in completing the maintenance requirements. If contracting services are necessary to complete the maintenance, the full cost of the contract services shall be included in the cost charged to the property owner. The abutting property valuation shall be as determined by the most current assessment of King County Assessor’s office for said property. The city engineer will give notice of the cost to the owner. The notice shall:

1. State the cost to be charged to the owner and the time and manner of payment thereof;

2. Include documentation to support the charges;

3. Advise the owner that the cost cannot exceed 50 percent of the valuation of the property, exclusive of improvements;

4. State that the *city engineer* will hear protests to the determination of cost, time, and manner of payment if received within 30 calendar days of date of delivery of the notice.

C. In the event payment is not received by the *City* within the time frame stated in the notice, the *city engineer* may place a lien upon the property or submit the charges to a licensed collection agency. Any lien will be collected in the manner as provided by law for collection of local improvements assessments.

D. The *owner* may appeal the *city engineer*'s determination of cost, time, and manner of payment for 12.70.050 through KMC 12.70.090 by filing a notice of appeal with the *city manager* within 14 calendar days after delivery of the *city engineer*'s determination. The *city manager* will give notice of receipt of the appeal and a deadline for response. After the protest consideration, the *city manager* will issue a decision, which will be the *City*'s final decision on the *owner*'s responsibility for *maintenance*. Additional time to submit an appeal may be granted at the *city engineer*'s discretion.

E. All notices will be mailed to the owner of the *abutting property*, to the property tax address on file on the King County Tax Assessor's website, if the *City* determines that the *abutting property* is not *owner-occupied*, or to any address noted on any communication from the *abutting property owner*.

Chapter 12.75

INTEGRATED TRANSPORTATION PROGRAM

(Repealed by Ord. 16-0420)

Chapter 12.80

INTEGRATED TRANSPORTATION PROGRAM

Sections:

- 12.80.010 Definitions.
- 12.80.020 Components of the integrated transportation program.
- 12.80.030 Level of service standards.
- 12.80.040 Concurrency requirements.
- 12.80.050 Transportation impact fees.
- 12.80.060 Safe site access.
- 12.80.070 Procedures for development review.
- 12.80.080 Administrative rules.
- 12.80.090 Appeals.
- 12.80.100 Relation to other permit authority.
- 12.80.110 Exceptions.

12.80.010 Definitions.

A. “Concurrency” means transportation improvements or strategies to accommodate the impacts of a development are made concurrent with the *development*, so that the level of service on a city transportation ~~facility~~road does not decline below the levels of service adopted in this chapter. “Concurrent with the development” means that improvements or strategies are in place at the time of the development, or that a financial commitment is in place to complete the improvements or strategies within six years.

B. “Mobility unit” means one PM peak hour person trip end. Each person trip has two trip ends, one each at the origin and destination.

C. “Transportation improvement program” means the annual program of capital transportation projects programmed by the *City* to be implemented during a six-year period.

~~D. “City manager” means the City of Kenmore city manager or his or her designee(s).~~ [Ord. 16-0420 § 2 (Exh. 1).]

12.80.020 Components of the integrated transportation program.

There are four components of the *City’s* integrated transportation program, the goal of which is to operate the program safely and efficiently for all modes of travel. These components are as follows:

A. Level of service (LOS) standards to evaluate the performance of the *City’s* multimodal transportation system and to ensure that the system is built over time to maintain LOS standards (KMC 12.80.030).

B. *Concurrency* requirements defining an adequate transportation system (KMC 12.80.040).

C. Transportation impact fees to require new growth and development to pay a proportionate share of the cost of new multimodal transportation improvements to serve the new growth and costs (Chapter 20.47 KMC).

D. Safe site access to facilitate safe and efficient operation of the transportation system through site-access improvements (KMC 12.80.060). [Ord. 16-0420 § 2 (Exh. 1).]

12.80.030 Level of service standards.

Level of service standards are established for different modes of travel within the *City*:

A. Roadway Level of Service Standards.

1. The level of service for roadways shall be as described in the most recent Transportation Research Board Highway Capacity Manual. The LOS shall be amended on a date selected by the *city manager* whenever the LOS in the Highway Capacity Manual is amended by the Transportation Research Board. The *city manager* may select and apply alternative LOSs, to be effective on a date selected by the *city manager*.

2. Roadway LOS shall be by functional classification of roadway:

- a. ~~Boulevards (primary)~~Major arterials) – LOS “E” or better;
- b. ~~Urban avenues and neighborhood connections (minor arterials and collectors)~~ – LOS “D” or better; and
- c. Local ~~streets/roads (collectors)~~ – LOS “C” or better ~~(see transportation element of the comprehensive plan).~~

3. Roadway LOS shall be measured at intersections of classified roadways, except as provided in subsection (A)(4) of this section.

4. Roadway LOS shall be measured at the corridor level on SR 522 and 68th Avenue ~~(south of SR 522)~~/Juanita Drive/Simonds Road.

5. When a lower classification of roadway intersects with a higher classification of roadway (for example, when a local ~~street/road~~ connects with a ~~minor arterial~~urban avenue), the LOS for the higher classification shall apply.

B. Pedestrian Level of Service Standards.

1. The City has designated a yellow LOS for pedestrian ~~facilities~~access where indicated in the pedestrian priority network (all as defined in the transportation element of the comprehensive plan) as the minimum standard to achieve.

2. Outside of the pedestrian priority network, the City has not established an LOS ~~for pedestrian facilities~~.

C. Bicycle Level of Service Standards.

1. The City has designated a yellow LOS for bicycle ~~infrastructure facilities~~where indicated in the bicycle priority network (all as defined in the transportation element of the comprehensive plan) as the minimum standard to achieve.

2. Outside of the bicycle priority network, the City has not established an LOS ~~for bicycle facilities~~.

D. Transit Level of Service Standards.

1. The transportation element of the comprehensive plan contains guidance for providing quality transit service, amenities, and access to an identified transit priority network. While the City does not control transit service, it has established the following level of service standards for transit stop amenities and pedestrian access to transit:

a. The City has designated a yellow LOS for transit stop amenities and pedestrian access to transit (as defined in the transportation element of the comprehensive plan) as the minimum standard to achieve.

b. Outside of the transportation priority network, the City has not established an LOS ~~for transit stop facilities~~. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.040 Concurrency requirements.

A. Transportation concurrency shall be determined using the City owned and maintained mobility unit spreadsheet. This spreadsheet compares the amount of transportation capital ~~facilities~~projects constructed or programmed in the next six years (mobility unit capacity) to the amount of mobility units that would be generated by new development (mobility unit demand). If the City’s mobility unit capacity is larger than the mobility units that would be generated by new development, then the transportation system will be deemed to be concurrent.

1. Mobility unit capacity shall be determined annually ~~in coordination with the City’s transportation improvement program~~.

B. The *city manager* may approve a reduction in estimated *mobility units* based on the types of land uses that are to be developed or expected travel characteristics of the *development*.

1. The calculation of *mobility unit* reductions as described in this section shall be based upon sound and recognized technical information and analytical processes that represent current engineering practice. In all cases, the *city manager* shall have final approval of all such data, information and technical procedures used to calculate *mobility unit* reductions. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.050 Transportation impact fees.

A. Transportation impact fees shall be assessed and collected as described in Chapter 20.47 KMC.

B. *Mobility units* calculated for *concurrency* requirements (KMC 12.80.040) shall also be used to calculate transportation impact fees. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.060 Safe site access.

A. *Developments* shall provide for safe site access to facilitate safe and efficient operation of the multimodal transportation system, in accordance with the ~~City road~~*Road Standards* adopted in Chapter 12.50 KMC.

B. For the purposes of this chapter, the developer shall achieve “safe site access” by mitigating either or both of the following when the *development* is complete and able to generate traffic:

1. A roadway intersection that provides access to a proposed *development* and that will function at a level of service worse than specified in KMC 12.80.030; or
2. A roadway intersection or approach lane where the *city manager* determines that a hazard to safety could reasonably result.

C. The developer shall provide improvements which bring the site access into compliance with the level of service and within a time schedule as may be required by the *city manager*. Approval to construct the *development* shall not be granted until the developer has satisfied the *concurrency* definition and its elements, as set forth in KMC 12.80.010(A). [Ord. 16-0420 § 2 (Exh. 1).]

12.80.070 Procedures for development review.

Following the submission of an ~~development application~~, the *city manager* shall calculate the transportation impact fee to be paid under Chapter 20.47 KMC, and shall determine whether necessary transportation improvements are provided for as set forth in KMC 12.80.010(A) and that any required site access improvements are provided. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.080 Administrative rules.

For transportation impact fees, transportation *concurrency*, and safe site access, the *city manager* may adopt such administrative rules and procedures as are necessary to implement this chapter. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.090 Appeals.

A. The *city manager*’s final decision on impact fees and/or transportation *concurrency* may be appealed to the hearing examiner using the procedures set forth in Chapter 19.30 KMC. The appeal shall be submitted within 21 calendar days of the date of issuance of the *City*’s written decision.

B. Along with the information required by KMC 19.30.080(B), the *applicant* must show that either:

1. The *City* committed a technical error; or
2. Alternative data or a mitigation plan submitted to the *City* was inadequately considered. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.100 Relation to other permit authority.

The procedures set forth in this chapter do not limit the authority of the *City* to deny or to approve with conditions the following:

- A. Any zone reclassification request, based on its expected impacts on the multimodal transportation system;
- B. Any proposed *development* or zone reclassification, if the *City* determines that a hazard to safety would result from direct traffic impacts of the *development* or reclassification, without roadway or intersection improvements, regardless of level of service standards; or
- C. Any proposed *development* subject to review under the Washington State Environmental Policy Act. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.110 Exceptions.

Except for KMC 12.80.030 and 12.80.050, the city manager may grant an exception to or deviation from the requirements of this chapter. Any exception or deviation shall be in writing and supported by a finding that extraordinary conditions exist which make full compliance infeasible or would be an unreasonable hardship. The city manager shall make the final determination on what is infeasible or an unreasonable hardship. [Ord. 16-0420 § 2 (Exh. 1).]

Chapter 12.85

STATE ROUTE 522 ACCESS MANAGEMENT PROGRAM

Sections:

- 12.85.010 Purpose.
- 12.85.020 Applicability.
- 12.85.030 Definitions.
- 12.85.040 Application process and procedures.
- 12.85.050 Permit application submittal process.
- 12.85.060 Fees and surety bond.
- 12.85.070 Permit application – Review and conditions.
- 12.85.080 Construction requirements.
- 12.85.090 Changes in property site use.
- 12.85.100 Permit modification and revocation – Closure of permitted connections.
- 12.85.110 Access control classification.

12.85.010 Purpose.

SR 522 is a State route in the *City*; with a functional classification of principal arterial ~~street~~. The purpose of this chapter is to implement an access management program consistent with Chapter 47.50 RCW and Chapters 468-51 and 468-52 WAC; to protect and preserve the functional integrity of SR 522 by providing for adequate safety and transportation capacity; to protect the public health, safety, and welfare; and to promote the safe and efficient movement of people and goods.

The access management program, which coordinates land use planning and building permit decisions by the *City* and investments in the *State highway system*, will control the proliferation of connections and other access approaches to and from SR 522. Without such a program, the health, safety, and welfare of *City* residents and users of SR 522 are at risk due to the fact that uncontrolled access is a significant contributing factor to the congestion and functional deterioration of an arterial ~~street~~. The access management program further will enhance the development of an effective transportation system and increase the traffic-carrying capacity of SR 522, thereby reducing traffic accidents, personal injury, and property damage or loss; mitigating environmental degradation; promoting sound economic growth and the growth management goals of the State; reducing *highway maintenance* costs and the necessity for costly traffic operations measures; lengthening the effective life of the transportation ~~facility~~ *infrastructure*, thus preserving the public investment in such ~~facilities~~ *infrastructure*; and shortening response time for emergency vehicles. [Ord. 06-0247 § 1.]

12.85.020 Applicability.

A. Connections. New connections or alterations to existing connections to SR 522 require a *connection permit*. The use of a new connection at the location specified in the *permit* is not authorized until the *applicant* constructs or modifies the connection in accordance with *permit* requirements.

B. Change in Use. Where a parcel of property is already developed, but where the type of use for that ~~development property~~ is changed, and where such change in use shall cause an increase of 10 peak hour trips generated from that property onto SR 522, then such change in use shall require a *connection permit* for its continued use of existing SR 522 ~~street~~ connection(s). The *connection permit* may require modifications to the existing connection(s).

C. Permit Modification. If a *property owner* or *applicant* holding a valid *connection permit* wishes to alter the *permit* conditions, the *permit* holder must apply for a *permit* modification. The ~~city-engineer~~ *manager* shall have authority to approve or deny the modification *application*.

D. Construction Cost. The cost of construction or alteration of a connection shall be borne by the *permittee*.

E. Unpermitted Connection. An unpermitted connection to SR 522 that occurs after approval of the ordinance codified in this chapter by the city council is subject to closure by the *City*. The *City* may install barriers across the connection or remove the connection. The ~~city-engineer~~ *city manager* will provide reasonable notice of the *City*'s

impending action to the *owner* of property served by the connection. Cost of removal shall be paid for by the *property owner*.

F. Permit Fee. The *City* in this chapter has established a schedule of fees for *connection permits*. The fee shall be nonrefundable.

G. Joint-Use Connection. The ~~city engineer~~*city manager* may issue a *permit* subject to any conditions necessary to carry out the provisions of this chapter, including, but not limited to, requiring the use of a joint-use connection.

H. Nonconforming Access Permit. The ~~city engineer~~*city manager* may issue a nonconforming access *permit* after finding that to deny an access *permit* would leave the property without a reasonable means of access to the public ~~streets~~*road*. Every nonconforming access *permit* shall specify limits on the maximum vehicular use of the connection and shall be conditioned on the availability of future alternative means of access for which access *permits* can be obtained. [Ord. 06-0247 § 1.]

12.85.030 Definitions.

Terms within this chapter are defined in the *Road Standards*. The following additional definitions shall apply to this chapter unless the context clearly indicates otherwise:

~~A. "Application" means an application form supplied by the City and completed by the applicant, a certified check or money order for the required application fee, and related property site, driveway, roadway, and traffic information.~~

~~B. "Average daily traffic (ADT)" means the volume of traffic passing a point or segment of SR 522, in both directions, during a period of time, divided by the number of days in the period and factored to represent an estimate of traffic volume for an average day of the year.~~

A. "Average weekday vehicle trip ends (AWDVTE)" means the estimated total of all trips entering plus all trips leaving the *applicant's* site, based on the final stage of proposed *development*.

B. "Conforming connection" means a connection that meets current *City* criteria pertaining to location, spacing, and design.

C. "Connection" means approaches, driveways, turnouts, or other means of providing for the right of access to or from a controlled access ~~street~~*road*.

D. "Connection category" means a permit category of all State *highway* connections, in accordance with the type of property served and the estimated traffic generated by the *applicant's* site, based on rates accepted by the *City*.

E. "Connection permit" means a written authorization of the *City* for a specifically designed connection, at a specific location, for a specific type and intensity of property use, and specific volume of traffic for the proposed connection, based on the final stage of proposed *development* of the *applicant's* property.

F. "ITE" means the Institute of Transportation Engineers.

~~H. "Controlled access facility" means a transportation facility to which access is regulated by the *City* or occupants of abutting properties; lands and other persons have a right of reasonable access to and from such facility at such points only and in such manner as may be determined by the *City*.~~

~~I. "Development approval" means an official action by the *City* authorizing the developer or land owner to begin construction of any permanent improvements on the property.~~

F. "Joint use ~~connection~~*driveway*" means a single ~~connection~~*access* point that serves as a connection to more than one property or *development*, including those in different ownerships or in which access rights are provided in the legal descriptions.

~~K. "Limited access facility" means a highway or street especially designed or designated for through traffic, and over, from, or to which *City* or occupants of abutting properties land or other persons have no right or easement, or only~~

~~a limited right or easement of access, light, view, or air by reason of the fact that their property abuts upon such limited access facility, or for any other reason to accomplish the purpose of a limited access facility.~~

G. “Median” means the portion of a divided *highway* or divided connection separating vehicular traffic traveling in opposite directions; not including speed change lanes, storage lanes for left turning or U-turning vehicles, or two-way left-turn lanes.

~~M. “Median opening” means either a full opening in a continuous median for the specific purpose of allowing vehicles to make a left turn maneuver into or out of a property abutting the highway, to facilitate U turns, or to allow for a vehicle to totally cross the road, or a directional opening allowing for left turn maneuvers into the property and U turn maneuvers, but not allowing for left turns or cross movements out of the property.~~

~~N. “Nonconforming connection” means a connection not meeting current City criteria pertaining to location, spacing, or design.~~

~~O. “Permit” means written approval issued by the City, subject to conditions stated therein, authorizing construction, reconstruction, maintenance, or reclassification of a connection and associated traffic control devices on or to the City’s right of way.~~

~~P. “Permitting authority” means the City.~~

H. “Reasonable access” means an access connection that is suitable for the existing and/or proposed property use and does not adversely affect the safety, operations, or *maintenance* of the ~~street~~road.

~~R. “Right of way (R/W)” is a general term denoting land or interest therein, acquired for or designated for transportation purposes. More specifically, the term means land in which the State of Washington, a county, or the City owns the fee simple title, has an easement devoted to or required for use as a public road and appurtenant facilities, or has established ownership by prescriptive right, or lands that have been dedicated for public transportation purposes.~~

~~S. “Shoulder” means the portion of the street or highway~~highway~~ contiguous with the traveled lanes for the accommodation of stopped vehicles for emergency use, for lateral support of base and surface courses, and for other uses as allowed by law.~~

I. “State highway system” means all ~~roads, streets, and highways~~ designated as State routes in compliance with Chapter 47.17 RCW.

~~U. “Temporary connection” means a permitted connection for a specific property use, conditioned to be open for a specific purpose and traffic volume for a specific period of time with the right of way to be restored by the permit holder to its original condition upon connection closure.~~

~~V. “Variance permit” means a special nonconforming or additional connection permit, issued for a location not normally permitted by current City standards, after an engineering study demonstrates, to the satisfaction of the City, that the connection will not adversely affect the safety, maintenance, or operation of the street or highway in accordance with its assigned classification. This permit will remain valid until modified or revoked by the City.~~
[Ord. 06-0247 § 1.]

12.85.040 Application process and procedures.

A. Early Consultation. ~~In order to~~**To** expedite the overall *permit* review process, the *applicant* is strongly encouraged to consult with the *City* prior to submitting an *application* pursuant to this chapter. The purpose of the consultation is to obtain a conceptual review of the *development* site plan and proposed access connections to SR 522 with respect to location, quantity, spacing, and design standards. Such consultation will assist the *applicant* in minimizing problems and delays during the permit *application* process and could eliminate the need for costly changes to site plans when ~~unpermittable a proposed~~ connection ~~proposals would not be allowed~~**are and** identified **as such** early in the planning phase.

B. Connection Categories. All *connections*, public or private, shall be determined by the *City* to be in one of the following categories:

1. "Category I – minimum connection" provides *connection* to SR 522 for up to 10 single-family residences, a duplex, or a small multifamily complex of up to 10 dwelling units, which use a common *connection*. The category shall also apply to permanent *connections* to agricultural and forest lands, including field entrances; *connections* for the operation, *maintenance*, and repair of ~~utilities~~*facilities*; and *connections* serving other low-volume traffic generators expected to have an ~~average weekday vehicle trip ends (AWDVTE)~~ of 100 or less.
2. "Category II – minor connection" provides *connection* to SR 522 for medium volume traffic generators expected to have an AWDVTE of 1,500 or less, but not included in Category I.
3. "Category III – major connection" provides *connection* to SR 522 for high volume traffic generators expected to have an AWDVTE exceeding 1,500.
4. "Category IV – temporary connection" provides a temporary, time limited *connection* to SR 522 for a specific property, for a specific use, with a specific traffic volume. Such uses include, but are not limited to, ~~logging, forest land clearing, temporary agricultural uses,~~ temporary construction, and temporary emergency access. The *City* reserves the right to remove any temporary *connection* at its sole discretion and at the expense of the *property owner/applicant* after the expiration of the *permit*. Further, a temporary *connection permit* does not bind the *City*, in any way, to the future issuance of a permanent *connection permit* at the temporary *connection* location.
5. "Nonconforming connection" designation may be issued for Category I through IV *permits* after an analysis and determination by the *City* that a ~~conforming connection~~*connection* cannot be made that conforms to City standards and a finding that the denial of a *connection* would leave the property without a reasonable means of access to the public *road* system. In such instances, the *permit* shall be noted as nonconforming and contain specific restrictions and provisions, including limits on the maximum vehicular use of the *connection*, the future availability of alternate means of *reasonable access* for which a *conforming connection permit* could be obtained, the removal of the nonconforming *connection* at the time the conforming access is available, and other conditions as necessary to carry out the provisions of this section.
6. "Variance connection" means a special nonconforming ~~or additional connection~~*permit*, issued for a location not normally permitted by *City* standards, after an engineering study demonstrates that the *connection* will not adversely affect the safety, *maintenance*, or operation of SR 522. This *permit* will remain valid until modified or revoked by the ~~permitting authority~~*City*.
7. "Median opening" includes openings requested for both new *connections* and existing *connections*. Openings may consist of either 1) a full opening in a continuous median for the specific purpose of allowing vehicles to make a left turn maneuver into or out of a property abutting the highway, to facilitate U-turns, or to allow for a vehicle to totally cross the road, or 2) a directional opening allowing for left turn maneuvers into the property and U-turn maneuvers, but not allowing for left turns or cross movements out of the property. New median openings proposed as part of a new driveway connection shall be reviewed as part of the permit application review process. Request for the construction of new median openings to serve existing permitted connections shall require a reevaluation of the location, quantity, design of existing connection, and traffic at the existing connections. The property owner must file a new connection permit application, for the proper connection category, showing the new proposed median opening location and design and its relationship to the existing or modified driveway connections. Nothing contained herein shall be construed to prohibit the City from closing an existing median opening where operational or safety reasons require the action. The City shall notify affected property owners, permit holders and tenants in writing 30 days in advance of the closure of a median opening unless immediate closure is needed for safety or operational reasons. [Ord. 06-0247 § 1.]

12.85.050 Permit application submittal process.

A. Driveway Connections That Are Part of a Land Use Application. If the *connection permit* is being requested as part of an underlying *development application*, the issuance or denial of the *connection permit* shall be made in accordance with the type of decision applicable to the underlying land use *application(s)*.

B. Driveway Connections That Are Not Related to a Land Use Application. If the *connection permit* is being requested without relation to an underlying land use *application*, the *applicant* shall file for a *connection permit* with

the ~~city engineer~~City. The issuance or denial of the *connection permit* shall be made administratively by the ~~city engineer, or the city engineer's designee~~city manager, subject to appeal pursuant to subsection (E) of this section.

C. Submittal Requirements for Connection Permits. If the new *development* will generate more than 10 peak hour trips or is a change in use, each *application* for a *connection permit*, whether accompanying an underlying land use *application* or not, shall include a traffic impact study, as described below, the *connection permit application*, and additional information as required by the ~~city engineer~~city manager.

1. Traffic Impact Study. The traffic impact study, prepared by a *professional engineer* ~~registered in the State of Washington~~, shall contain information as noted in the Road Standards plus the following:

~~a. An inventory of existing traffic conditions, which shall include vehicular, pedestrian, bicycle, and transit facilities, and an evaluation thereof, plus a traffic safety and accident analysis based on the most recent three years of historical accident data.~~

~~b.~~ a. An analysis of existing conditions including approved, but not yet built, *development* and applied for, but not yet approved, *development*.

~~c. An analysis of the changes to existing conditions that will occur with the proposed development, which includes:~~ d. Trip generation, modal split, distribution, assignment, and level of service analysis for intersections, adjacent to or within 250 feet of any proposed access, during peak hours and time periods as required by the ~~city engineer~~city manager.

~~d.~~ e. An analysis of three years of background growth, unless otherwise determined by the ~~city engineer~~city manager.

~~e.~~ f. A traffic signal warrant analysis of the projected impact of the proposed *development* upon the affected transportation corridor or intersection as required by the city manager.

~~f.~~ g. Any additional information required by subsection (C)(2)(j)(5) of this section.

The traffic impact study shall be based on traffic counts obtained within the 12 months preceding the date the ~~development~~ application is deemed complete. The traffic impact study levels of service and traffic operations analysis shall be consistent with the latest Highway Capacity Manual's methodology. The ~~city engineer~~city manager reserves the right to require an *applicant* to provide additional data and/or analysis as part of the traffic impact study, where the ~~city engineer~~city manager determines that additional information or analysis is required to implement the standards and requirements contained in this chapter. The ~~city engineer~~city manager may waive the requirement for a traffic impact study, or limit the scope of analysis and required elements of a traffic impact study, where the ~~city engineer~~city manager determines that the potential transportation impacts on the SR 522 corridor or any of its intersections have been adequately analyzed in prior research or reports and are not projected to cause a reduction in the operating level of SR 522.

2. Connection Permit Application and Information. The *applicant* shall submit a *connection permit application* ~~in a form approved by the city engineer~~ and shall provide information as required by the ~~city engineer~~city manager. A complete *application* ~~shall~~ shall also consist of the ~~application form, application fee, plans, traffic data, and connection~~ information specified in this section.

a. All *connection* and roadway design documents for Category II and III *permits* shall bear the seal and signature of a *professional engineer*, ~~registered in accordance with Chapter 18.43 RCW~~.

b. The *applicant* shall provide the following information, unless the ~~city engineer~~city manager determines that specific information will not be necessary. Additional information required of Category II, III, and IV *permit applications* is specified in this chapter. In all cases it would be prudent, prior to submittal of the *application*, for the *applicant* to inquire of the ~~city engineer~~City whether the *application* needs additional information. The ~~city engineer~~city manager reserves the right to request clarification or additional information during the *application* review process. Failure to provide the requested information within the time limits specified in the request shall result in termination of the *permit application*.

c. Provide the current complete names, mailing addresses, and telephone numbers of the *property owner(s)*, the developer(s), the *applicant*, and the transportation and legal consultants representing the *applicant* (if any). If the *property owner* ~~desires-requests~~ to have a representative sign the *application*, a notarized letter of authorization from the *applicant* shall be provided with the *application*. When the *owner* or *applicant* is a company, corporation, or other public agency, the name, address, and telephone number of the responsible officer shall be furnished. The names of all individuals signing the *application* and their titles shall be typed or printed directly below the signature.

d. The ultimate planned property uses shall be indicated in sufficient detail to determine the appropriate permit classification. Estimated ~~AWDVTEaverage weekday vehicle trip ends~~ to be generated by the development, based on the planned property use, consistent with the latest trip generation information published by the ~~Institute of Transportation Engineers (ITE)~~, Washington, D.C., shall be included as appropriate. If local or special trip generation rates are used instead of the ITE rates, the latest and best information shall be used and all documentation for the rate ~~developmentdetermination~~ shall be submitted with the *application*. For residential developments with 10 or fewer units, 10 trips per day per unit may be assumed.

e. The *application* shall include a plan to scale showing critical dimensions, location of the property, existing conditions, and character and extent of the proposal. The location of existing and proposed on-site development with respect to the existing and proposed driveway location(s) and SR 522 shall be shown. Minimum information on the plan shall include:

- (1) Street names.
- (2) Pavement type.
- (3) Cross section.
- (4) Posted speed limit.
- (5) The existence and location of any existing and/or future proposed public or private *roads* abutting or entering the property; the horizontal and vertical curvature of the *road(s)*, noting the location of existing and proposed *connections* and any other pertinent information.

f. Property Information.

- (1) Show the location of all existing and proposed buildings, and other structures, such as gasoline pumps, lights, trees, etc., with respect to the existing and proposed property and *right-of-way* lines.
- (2) Show any adjacent properties that are owned or controlled by the *applicant*, or in which the *applicant* has a financial interest, and an indication of whether the properties will be accessed by means of the proposed *connection(s)*.
- (3) Provide proof of legal ownership or legal easement.
- (4) Include a boundary survey, which may be waived for Category I *connections*, at the discretion of the ~~city-engineercity manager~~.
- (5) Any existing or proposed parcels segregated from the *applicant's* property for separate development shall be clearly designated on the plan.

g. Connection Location Information.

- (1) *Connection* location by WSDOT milepost and *highway* engineer's station, if available.
- (2) Location of the SR 522 centerline with respect to existing and proposed property lines.

- (3) Distance of proposed public or private access *connection* to intersecting ~~roads, streets, and railroads.~~
 - (4) Existing or proposed *median* openings (crossovers) and *connections* on all sides of SR 522 and other *roads* within 660 feet of the proposed *connection* location.
 - (5) Location of existing or proposed public or private retaining walls, fences, poles, *sidewalks*, bike paths, drainage structures and easements, traffic control devices, fire hydrants, ~~utilities facilities,~~ or other physical features, such as trees, landscaping, green belts, and wetlands that could affect driveway location.
- h. Connection Design Information.
- (1) Proposed *connection* and approach improvements, including the driveway profile approaching SR 522, and the driveway width, radii, and angle to the ~~street road.~~
 - (2) Existing and proposed grading.
 - (3) Drainage calculations and other pertinent data.
 - (4) Driveway, auxiliary lanes and crossover pavement design, including subgrade, base, surface materials, and thicknesses.
 - (5) Specific requirements for design information on individual Category I *permit applications* may be ~~relaxed modified,~~ or waived, at the discretion of the *city engineer*.
- i. Joint Driveway Use.
- (1) If the driveway is to serve more than one property, the plan shall detail information for all properties using the *connection* and the *application* shall include copies of legally enforceable agreements of concurrence for all *property owners* on joint ~~use driveways usage.~~
 - (2) Joint ~~use driveways use~~ serving adjoining properties ~~is are encouraged required where feasible.~~
- j. Additional Information for Category II and Category III Permits. The ~~city engineer city manager~~ may require the following additional information for each phase of the *development*. Prior to the submittal of the *application*, the *applicant* shall coordinate with the *city engineer* on the level of detail and the analysis techniques to be used.
- (1) Circulation Plans. All parking, interior drives, and internal traffic circulation plans.
 - (2) Connection Users. All internal and external adjacent parcels which will use the requested *connection*. All existing and proposed connecting roadways and potential means of alternate access through the final build-out stage of *development* shall be shown on the plans submitted with the *application*.
 - (3) Traffic Control Devices and Illumination. Proposed traffic control devices and lighting locations.
 - (4) Sight Distance. Analysis of horizontal and vertical sight distance on SR 522 with respect to the proposed *connection*.
 - (5) Traffic Data and Analysis. Traffic data submitted by the *applicant* shall be signed and sealed by a qualified *professional engineer*, ~~registered in accordance with Chapter 18.43 RCW.~~ The ~~city engineer city manager~~ may require the following traffic study information:
 - (a) Turning Movements. Vehicle turning movements for present and future traffic conditions.

(b) Volume and Type. Amount and type of traffic that will be generated by the proposed *development* including a breakdown of anticipated peak hour traffic and an analysis of the impact on the level of service on the State highway.

(c) Parking and Circulation. Analysis of off-~~street~~*street* parking and traffic circulation, including distances to secondary access points on the *connection* roadway and their impact on the operation of the State highway.

(d) Traffic Signal Data. If a traffic signal is requested, the following studies may be required: traffic signal warrants; phasing and timing analysis; signal progression analysis; signalization, signing, and lighting plans in compliance with *WSDOT* standards. A separate *WSDOT* traffic signal permit is required.

(e) Off-Site Improvements. A traffic analysis to determine the need for off-site related roadway and geometric improvements and mitigation requirements.

(f) Traffic Control Plan. A traffic control plan conforming to current standards set forth in the "Manual on Uniform Traffic Control Devices," documenting how the *permit* holder will provide for safe and efficient movement on the ~~State highway system~~*State highway system* during the construction of the *connection*.

(6) Median Openings: New or modified *median* openings proposed as part of a new driveway *connection* shall be reviewed as part of the *permit application* review process. Request for the construction of new or modified *median* openings to serve existing permitted *connections* shall require a reevaluation of the location, quantity, design of existing *connections*, and traffic at the existing *connections*. The *property owner* must file a new *connection permit application*, for the proper *connection category*, showing the proposed new or modified *median* opening location and design and its relationship to the existing or modified driveway *connections*. Nothing contained herein shall be construed to prohibit the *City* from closing an existing *median* opening where operational or safety reasons require the action. The *City* shall notify affected *property owners*, *permit holders* and *tenants* in writing 30 days in advance of the closure of a *median* opening unless immediate closure is needed for safety or operational reasons.

(7) *WSDOT* review: a *WSDOT permit* or project review may be required by *WSDOT*. Applicant is responsible for contacting and coordinating with *WSDOT* on all work on SR 522.

3. Additional Information for Category IV *permits*. Category IV *permit applications* shall contain the specific dates that the *connection* is to be open and must contain assurances acceptable to the *City* that the shoulder, curbing, sidewalks, bikeways, ditch, right-of-way, and any other amenities will be restored to their original condition at the *permit holder's* expense upon closure of the temporary *connection*.

D. Variance ~~from Access Standards~~*Connection*. The access standards above may be modified by the *city engineer* on the *connection permit* upon a showing by the *applicant* of the following:

1. Topography, right-of-way, existing construction or physical conditions, or other geographic conditions make it technically infeasible to meet ~~new construction~~*current* standards and an equivalent alternative, which can accomplish the same access management purpose, is available.
2. A minor change to a standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship.
3. An alternative standard is proposed which is equal to or superior to the ~~current~~*se* standards.
4. Application of ~~the~~ standards to the *development* would be grossly disproportional to the impacts created to the public.

E. Appeals. The *applicant* may appeal the decision of the *city engineer* under the following conditions:

1. For driveway *connections* that are part of land use *application* review, the appeal of a conditioning or denial of a *connection permit* shall be in accordance with the procedures for an appeal of the underlying land use *application*.
2. For all other driveway *connection permit applications*, the appeal of a conditioning or denial of a *connection permit* shall be to the ~~hearing examiner~~*city manager*. [Ord. 06-0247 § 1.]

12.85.060 Fees and surety bond.

A. ~~Each application requires fees, imposed by the city council by resolution, payable to the City for the administrative costs and expenses of processing the application and for other functions necessary for the approval and use of the permits. Fee Structure. The following nonrefundable fee structure is established for the processing, review and inspection of the connection permit applications. Full payment of base fees must accompany the permit application. Due to the potential complexity of Category II and Category III connection proposals, and required mitigation measures that may involve construction on SR 522, the City may require a developer agreement in addition to the connection permit. The developer agreement may include, but is not limited to: plans; specifications; maintenance requirements; bonding requirements; inspection requirements; division of costs by the parties, where applicable; and provisions for payment by the applicant of actual costs incurred by the City in the review and administration of the applicant's proposal that exceed the required base fees in the following schedule:~~

~~1. Category I—Base fee for one connection:~~

- ~~a. Agricultural, forest, utility operation and maintenance: \$50.00;~~
- ~~b. Residential dwelling units (up to 10)—single connection: \$50.00 per dwelling;~~
- ~~c. Other, with 100 AWDVTE or less: \$500.00;~~
- ~~d. Fee per additional connection point: \$50.00.~~

~~2. Category II—Base fee for one connection:~~

- ~~a. Less than 1,000 AWDVTE: \$1,000;~~
- ~~b. One thousand to 1,500 AWDVTE \$1,500;~~
- ~~c. Fee per additional connection point: \$250.00.~~

~~3. Category III—Base fee for one connection:~~

- ~~a. One thousand five hundred to 2,500 AWDVTE: \$2,500;~~
- ~~b. Over 2,500 AWDVTE: \$4,000;~~
- ~~c. Fee per additional connection point \$1,000.~~

~~4. Category IV—Base fee per connection: \$100.00.~~

B. Surety Bond. Prior to the beginning of construction of any *connection*, the *City* may require the *permit* holder to provide a surety bond as specified in WAC 468-34-020(3). [Ord. 06-0247 § 1.]

12.85.070 Permit application – Review and conditions.

A. Application Review, Processing, and Approval. ~~Applications for all SR522 connection permits shall be submitted, in writing, to the City. The application process and documentation shall be in accordance with the administrative procedures developed by the City and shall contain whatever information, including plans and specifications, which the City shall require. The city engineer shall review the application. If the city engineer identifies errors in the application or needs additional information, the city engineer shall notify the applicant. The applicant shall provide such information or correct such errors within 30 days of the notification. If the applicant needs additional time to provide such information or correct errors, the applicant shall contact the city engineer in-~~

~~writing to request that additional time be approved. If the additional or corrected information has not been received by the city engineer within 30 days or within an approved extended time period, the application shall be terminated.~~

~~B. Review. Upon timely receipt of all required information, or upon expiration of the time period for receipt of additional or corrected information, the city engineer shall examine the location and design of the connection for consistency with current City standards pertaining to design, location, quantity, spacing and classifications. The examination shall also include an analysis of the impact of the site's existing and projected traffic on the operation and safety of SR 522.~~

~~C. Notice of Concurrence or Denial. If the city engineer concurs in the location and design of the proposed connection, the city engineer shall send written notification of that concurrence to the applicant and to the City's community development department. If the applicant has completed the voluntary conceptual review process, the written notice of concurrence shall indicate whether or not there have been any changes in the number, location, or design of the connection required by the City. No construction may commence on the City's right of way until all necessary permits are issued in accordance with subsection (D) of this section. If the city engineer does not concur in the connection location, quantity, or design, the applicant shall be notified in writing. The notice shall state the City's intent to deny the connection as proposed in the application, and shall further state the specific reasons for the denial, the process for submitting an amended application, and the appeal process. The applicant may submit a revised application within 30 days. The submittal of a revised application within 30 days shall not require the payment of any additional application fees.~~

~~D. Permit Issuance. Upon determining that the application and the location and design of the connection comply with City requirements, the city engineer shall issue the connection permit. Further, for permit applications connected with land use applications, the applicant shall receive development approval from the City's community development department.~~

~~The city engineer shall provide the applicant with the connection permit for signature, and the applicant shall sign and return the permit to the city engineer within 30 days after the mailing date. If the city engineer does not receive the signed permit back from the applicant within 30 days after the mailing date or within an agreed-upon time, the permit shall be void and the application fee shall be forfeited. The permit shall not be valid and construction on the access shall not begin without a completed permit that is signed by both the city engineer and the applicant. Additionally, the applicant shall satisfy the surety bond requirements specified in the permit prior to construction.~~

~~EB. Permit Conditions. Any special requirements or provisions for the connection, including off-site mitigation, shall be clearly and specifically stated in the permit. Failure by the applicant or permit holder to abide by the permit provisions and requirements shall be sufficient cause for the City to initiate action to alter the connection or to revoke the permit and close the connection at the expense of the permit holder. The permit requirements and provisions shall be binding on the permit holder, the permit holder's successors, heirs and assigns, the permit application signatories, and all future owners and occupants of the property. All long-term provisions exceeding the term of any bond shall be recorded onto the property title.~~

~~CF. Nonconforming Connection Permits. The city engineer may issue a permit for a connection not meeting the City's location and spacing criteria standards if the city engineer finds that a conforming connection is not attainable at the time of the permit application submittal and that denial would leave the property without a reasonable access to City streets or SR 522. The City may issue a nonconforming connection permit requiring a legally enforceable joint-use connection driveway when determined to be in the best interest of the City for restoring or maintaining the operational efficiency and safety of SR 522. All Nonconforming connection permits shall specify conditions or limits including:~~

- ~~1. Traffic Volume. The permit shall specify maximum vehicular usage of the connection.~~
- ~~2. Future Alternate Access. The permit shall specify that a conforming connection be constructed when future alternate means of access become available, and that the nonconforming connection be removed.~~
- ~~3. Users. The permit shall specify the properties to be served by the connection, and any other conditions as necessary to carry out the provisions of managing the access to SR 522.~~

~~G. Variance Connection Permits. Variance permits may be issued, at the discretion of the city engineer, for certain connections that do not satisfy the access classification location and spacing, or that exceed the number of connections allowed by the standards adopted for SR 522. These permits may be allowed if conditions warrant and are demonstrated to the satisfaction of the city engineer by a traffic analysis, signed and sealed by a qualified professional engineer who is registered in accordance with Chapter 18.43 RCW, which is included with the connection permit application. The variance permit will remain in effect unless a new permit is required due to changes in property site use or unless permit modification, revocation, or closure of the variance permitted connection is required. The city engineer may issue a connection permit requiring a legally enforceable joint use connection when the city engineer determines that such a permit is in the best interest of the City for restoring or maintaining the operational efficiency and safety of SR 522. Variance connection permits shall specify conditions or limits including, but not limited to:~~

~~1. Traffic Volume. The permit shall specify the maximum vehicular usage of the connection.~~

~~2. Users. The permit shall specify the properties to be served by the connection and any other conditions as necessary to carry out the provisions of managing the access to SR 522.~~

~~H. Appeals. In the event of a denial of a connection permit as proposed in the application, the applicant may appeal in accordance with the appeal rights of KMC 12.85.050(E). [Ord. 06-0247 § 1.]~~

12.85.080 Construction requirements.

~~A. Preconstruction Conference. The city engineer may require a preconstruction conference prior to any work being performed on the public right-of-way. When required by provisions in the permit, the city engineer will schedule a preconstruction conference. The preconstruction conference should be attended by the necessary personnel to assure compliance with the terms and provisions of the permit.~~

~~B. Time Limit. Substantial construction of the connection shall begin within 90 days of the effective date of the permit, unless the city engineer approves a longer time. Construction shall be completed within 120 days of the date of issuance of the permit, unless the city engineer approves a time extension. As a condition of the permit, the city engineer may further limit construction time, if the city engineer determines that such limitation is warranted. Failure to comply with the time limits specified in the permit shall result in an automatic expiration of the permit following written notification to the permit holder. For any permit which expires for failure to begin construction or to complete construction within the specified time limits, the city engineer may require a new application, including the payment of the required application fee prior to the initiation of any construction.~~

~~C. Posting of Permit. The approved connection permit shall be displayed in a prominent location, protected from the weather, within the vicinity of the connection construction.~~

~~D. Disruption of Traffic. All construction and/or maintenance within the SR 522 right-of-way shall conform to the provisions of the connection permit, the current "Manual on Uniform Traffic Control Devices (MUTCD)"; WSDOT's current "Design Manual," and WSDOT's current "Standard Specifications for Road, Bridge, and Municipal Construction." The City may require or restrict hours of construction to minimize disruption of traffic. If construction activity within the SR 522 right-of-way causes undue disruption of traffic or creates safety hazards, or if the construction activity is not in compliance with the traffic control specifications in the permit, the city engineer shall advise the permit holder or the permit holder's contractor of the need for immediate corrective action and may order immediate suspension of all or part of the work if deemed necessary. Failure to comply with this provision may result in permit modification or revocation.~~

~~E. Traffic Signals and Other Traffic Control Devices. Traffic signals and other traffic control devices installed by the permit holder shall conform to MUTCD and City design and construction standards. The permit holder shall be responsible for coordinating with and securing any WSDOT permits needed for traffic signalization and regulatory signing and marking.~~

~~F. Connection Construction Inspection. For Category II and Category III connections, the city engineer may require the permit holder, developer, or landowner to provide inspection of construction and certification that connection construction is in accordance with permit provisions and appropriate City standards.~~

~~a professional engineer, registered in accordance with Chapter 18.43 RCW, or the city engineer may perform the inspection at the applicant's expense, as provided in any developer agreement.~~ [Ord. 06-0247 § 1.]

12.85.090 Changes in property site use.

The *connection permit* shall be issued to the *permit* holder for a particular type of land use generating specific projected traffic volumes at the final stage of proposed *development*. Any changes made in the use, intensity of *development*, type of traffic, or traffic flow of the property requires the *permit* holder, ~~his or her~~any assignee, or *property owner* to contact the ~~city engineer~~city manager to determine whether further analysis is needed to determine if the change is significant and would require a new *permit* and modifications to the *connection*. An engineering study, signed and sealed by a *professional engineer*, may be required to document the extent of the change. If modification of the existing *connection* is required, based on a significant change as determined by the *city engineer*, the *permit* holder, his or her assignee, or the *property owner* shall obtain a new *permit* prior to the initiation of any on-site construction to the *connection* or to the property.

A. Significant Change. A significant change is one that would cause a change in the category of the *connection permit* or one that causes an operational, safety, or *maintenance* problem on SR 522 based on objective engineering criteria or available ~~accident-crash~~ data. Such data shall be provided to the *property owner* and/or *permit* holder and tenant upon written request.

B. Notification. Failure to contact the ~~city engineer~~City to determine the need for *connection* modifications or to apply for a new *permit* for such modifications prior to initiation of property improvements, land use changes or traffic flow alteration actions shall result in notification to the *property owner* and/or *permit* holder and tenant of intent to revoke the existing *permit* and closure of the *connection* to the property.

C. Costs. The *permit* holder shall be responsible for all costs associated with *connection* removal, *relocation*, or modification caused by increased or altered traffic flows necessitated by changes to ~~facilities~~the site, use, or to the nature of the business on the property. [Ord. 06-0247 § 1.]

12.85.100 Permit modification and revocation – Closure of permitted connections.

A. Revocation Criteria. All *connection permits* issued by the *City* remain valid until revoked. The ~~city engineer~~city manager may initiate an action to revoke any *permit* if significant changes have occurred in the use, design, or traffic flow of the property or of SR 522, requiring the *relocation*, alteration, or closure of the *connection*; if the *connection* was not constructed at the location or to the design specified in the *permit*; if the *permit* provisions were not met; or if the *connection* causes a safety, *maintenance*, or operational problem on the ~~street~~road.

The ~~city engineer~~city manager shall give written notice ~~by first-class U.S. mail~~ to the *permit* holder, the *permit* holder's successors or assigns, or the *property owner* with a copy to the occupant, for any *connection* found to be in noncompliance with the conditions of the *permit*. The notice shall identify the deficiencies and request that they be corrected within 30 calendar days of the date of the notice. The notice shall further advise that the *City's* determination of noncompliance or deficiencies shall become final and conclusive 30 calendar days following the date of the notice unless the violations are corrected or an appeal is filed by the *permit* holder, *permit* holder's successor or assigns, or the *property owner*.

B. Costs. The *permit* holder, *permit* holder's successor or assignee, or *property owner* shall be responsible for the costs of closure due to revocation of a *connection permit*, except when the closure is required by changes to SR 522.

C. Emergency Action. This chapter shall not restrict the *city engineer's* right to take immediate remedial action, including the closure of a *connection*, if there is an immediate and serious danger to the public health, safety, and welfare.

D. Appeals. All appeals must be received within 30 calendar days of the date of the notice. Appeals shall include all contact information and justification for why the City's decision is in error or extenuating circumstances that merit reconsideration. Appeals shall be reviewed by the city manager. Appeal decisions shall be final and may not be further appealed. [Ord. 06-0247 § 1.]

12.85.110 Access control classification.

A. WSDOT has created an access control classification system consisting of five classes, where Class One is the least restrictive. WSDOT has designated SR 522 as Class Four. On all access classes, property access shall be located and designed to minimize interference with transit facilities/operations and/or high occupancy vehicle (HOV) facilities/use on SR 522 where such facilities/operations/uses exist or where such facilities/operations/uses are proposed. In such cases, if *reasonable access* is available from the *City* street system, primary property access shall be provided from the *City* street system rather than from SR 522.

B. SR 522, with its Class Four designation, has the following functional characteristics and access control standards:

1. Functional Characteristics. SR 522 has the capacity for moderate travel speeds and moderate traffic volumes for medium and short travel distances providing for inter-City, intra-City, and inter-community travel needs. There is to be a reasonable balance between direct access and mobility needs. Existing level of development of the adjoining land is intensive. SR 522 is distinguished by existing or planned nonrestrictive *medians*. Restrictive *medians* may be used as operational conditions warrant to mitigate turning, weaving, and crossing conflicts. Minimum *connection* spacing standards should be applied if adjoining properties are redeveloped.

2. Access Control Design Standards. The public street-roadway intersection spacing and driveway *connection* spacing distances specified are minimums. Greater distances may be required by the *city engineer* to provide desirable traffic operational and safety characteristics. If greater distances are required, the *city engineer* will document the reasons, based on traffic engineering principles, for such greater distances. Nonconforming *permits* may be issued allowing for less than minimum spacing where no other *reasonable access* exists. A *variance connection permit* may be issued where it can be substantiated by a traffic analysis, to the satisfaction of the *city engineer*, that allowing less than the minimum spacing or more than the maximum number of *connections* would not adversely affect the desired function of SR 522 and would not adversely affect the safety, *maintenance* or operation of SR 522.

a. Public Street-Roadway Intersections. ~~SR 522 should generally be capable of achieving a posted speed-limit of 40 to 45 mph.~~ In the *City*, where higher volumes are present or growth that will require signalization is expected in the foreseeable future, it is imperative that the location of any public access be planned carefully to ensure adequate signal progression. Where feasible, major intersecting roadways that may ultimately require signalization shall be planned with a minimum of one-half mile spacing. Addition of all new *connections*, public or private, that may require signalization will require an engineering analysis signed and sealed by a qualified *professional engineer*.

b. Private Direct Access.

(1) Regardless of the number of access points that exist prior to any development, No more than one access shall be provided to an individual parcel or to contiguous parcels under the same ownership, unless it can be shown that additional access points are necessary for the functionality of the development, would not adversely affect the desired function, safety, or operations on SR 522, and would not cause an unreasonable risk to public health, safety, and welfare.

(2) The minimum distance to another public or private access *connection* shall be 250 feet. Nonconforming *connection permits* may be issued to provide access to parcels whose *highway* frontage, topography, or location would otherwise preclude issuance of a *conforming connection permit*.

(3) *Variance permits* may be allowed if conditions warrant. These conditions must be demonstrated to the satisfaction of the *city engineer* by a traffic analysis that is signed and sealed by a qualified *professional engineer*.

3. Corner Clearance. Corner clearances for *connections* shall meet or exceed the minimum *connection* spacing requirements. A single *connection* may be placed closer to the intersection in accordance with the following criteria:

a. If, due to property size, corner clearance standards cannot be met, and where ~~joint access-connections~~ use driveways meeting or exceeding the minimum corner clearance standards cannot be obtained, or is determined by the *city engineer* to be not feasible because of conflicting land use or conflicting traffic volumes or operational characteristics, then the following minimum corner clearance criteria may be used:

Corner Clearance at Intersections

| With Restrictive Median | | |
|-----------------------------------|-----------------------|-----------------------|
| Position | Access Allowed | Minimum (Feet) |
| Approaching intersection | Right in/right out | 115 |
| Approaching intersection | Right in only | 75 |
| Departing intersection | Right in/right out | 230 |
| Departing intersection | Right out only | 100 |
| Without Restrictive Median | | |
| Position | Access Allowed | Minimum (Feet) |
| Approaching intersection | Full access | 230 |
| Approaching intersection | Right in only | 100 |
| Departing intersection | Full access | 230 |
| Departing intersection | Right out only | 100 |

b. Additional Conditions.

(1) There shall be no more than one *connection* per ~~property abutting property frontage~~ on SR 522, regardless of minimum connection spacing unless it can be shown that additional access points are necessary for the functionality of the development, would not adversely affect the desired function-, safety, or operations on SR 522, and would not cause an unreasonable risk to public health, safety, and welfare.-

(2) When *joint use driveways* or alternate accesses meeting or exceeding the minimum corner clearance standards becomes available, the *permit* holder shall close the permitted *connection*, unless the *permit* holder shows to the *city engineer's* satisfaction that such closure is not feasible. [Ord. 06-0247 § 1.]

Chapter 12.90

TRANSPORTATION BENEFIT DISTRICT

Sections:

- 12.90.010 Transportation benefit district established.
- 12.90.020 Governing board.
- 12.90.030 Authority of the district.
- 12.90.040 Use of funds.
- 12.90.050 Revenue sources.
- 12.90.060 Dissolution of district.

12.90.010 Transportation benefit district established.

There is created a transportation benefit district to be known as the Kenmore transportation benefit district with geographical boundaries comprised of the corporate limits of the *City* as they currently exist or as they may exist following future annexations. [Ord. 12-0339 § 1.]

12.90.020 Governing board.

A. The governing board of the transportation benefit district shall be the Kenmore city council, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and this chapter.

B. The treasurer of the transportation benefit district shall be the *City* director of finance.

C. The board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).

D. The board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2). [Ord. 16-0424 § 3; Ord. 12-0339 § 1.]

12.90.030 Authority of the district.

The board shall have and may exercise any powers provided by law to fulfill the purpose of the Kenmore transportation benefit district. [Ord. 12-0339 § 1.]

12.90.040 Use of funds.

The funds generated by the transportation benefit district may be used for any purpose allowed by law including to operate the district and to make transportation improvements that are consistent with existing State, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW. The transportation improvements funded by the district shall be made in an effort to preserve and maintain transportation infrastructure, improve public safety, or implement *city projects* identified in Kenmore's *transportation improvement program*. [Ord. 12-0339 § 1.]

12.90.050 Revenue sources.

The board shall have the authority to establish all fees and other revenue sources authorized by Chapter 36.73 RCW, consistent with RCW 36.73.065. [Ord. 12-0339 § 1.]

12.90.060 Dissolution of district.

The transportation benefit district shall be dissolved when all indebtedness of the district has been retired and when all of the district's anticipated responsibilities have been satisfied. [Ord. 12-0339 § 1.]

Chapter 12.95

RIGHT-OF-WAY VACATIONS

Sections:

- 12.95.010 Purpose.
- 12.95.020 Definitions.
- 12.95.030 Applicability.
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- 12.95.130 Right to reserve easements.
- 12.95.140 Voluntary agreement between city and applicant.
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- 12.95.160 Appraisal reviews.
- 12.95.170 Fees and costs.
- 12.95.180 Title to vacated street or alley.
- 12.95.190 Vested rights not affected.
- 12.95.200 City use of revenue.

12.95.010 Purpose.

This chapter establishes the procedures and criteria that the *City* will use to decide upon vacation of *roads*, alleys, or any part thereof. This chapter is intended to implement the authority granted to the *City* pursuant to Chapter 35.79 RCW and RCW 35A.47.020. In case of a conflict between this chapter and those statutes, the statutory provisions shall prevail.

12.95.020 Definitions

A. "Subject right-of-way" means the *road* or alley, or portions thereof, sought to be vacated.

12.95.030 Applicability.

This chapter applies to requests for the vacation of *roads*, alleys and public easements relating to said roads or alleys, or any part thereof. This chapter shall not apply to vacation or termination of other types of public easements.

12.95.040 Initiation of proceedings.

A vacation may be initiated by the city council or by *abutting property owners* pursuant to RCW 35.79.010.

12.95.050 Petition for vacation.

The *owners* of an interest in any real estate abutting upon any *road*, or alley who may desire to vacate the *street* or alley, or any part thereof, may petition the city council. The petition shall be in a form prescribed by the *city engineer* and shall contain the following information:

A. Upon receiving a petition signed by owners of more than two-thirds of the property abutting upon the part of such street or ally sought to be vacated, petitioners shall submit a complete vacation application to the City. A vacation application shall contain the name, address, email and telephone number of a representative for the petitioners, with supporting documentation from each petitioner on forms provided by the department.

B. A legal description of the area to be vacated prepared by a licensed surveyor in the State of Washington.

C. Site map showing all property lines and the subject right-of-way highlighted, scaled as required by the department.

D. Verification of ownership and providing a legal description of the property owned by each petitioner.

E. A copy of the King County assessor's map identifying all property owners and parcel ID numbers.

F. A completed request for public utility review.

G. The vacation application fee as established by resolution.

H. An appraisal of each abutting property of the subject property prepared by a WSDOT approved appraiser.

I. A signed agreement to pay the cost of an appraisal review as provided for in Section 12.95.170;

J. The petition shall discuss the criteria set forth in KMC 12.95.110-; and

K. Any additional information or material that the department determines is reasonably necessary for the city council to consider the requested vacation.

12.95.060 Council resolution for vacation.

The city council may initiate, by resolution, vacation procedures. The resolution shall contain a legal description of the subject right-of-way and shall be filed with the city clerk.

12.95.070 Date of public hearing.

Upon receiving a petition signed by owners of more than two-thirds of the property abutting upon the part of such street or ally sought to be vacated and a complete application, the city council by resolution shall fix a time and date when the city council will hold a public hearing on the proposed vacation. If vacation is initiated by the city council, the resolution initiating the vacation shall fix a time and date on when the city council will hold a public hearing on the vacation. The hearing shall not be more than sixty days nor less than twenty days after the date of passage of such resolution. The two-thirds measure shall be determined pursuant to Section 12.95.090.

12.95.080 Public notification of hearing.

A. The City shall prepare a public notice containing the following information:

1. A statement that a petition to vacate the subject right-of-way has been filed with the city and will be considered by the city council or that the city council has initiated a street vacation of the subject right-of-way;
2. A statement of the time and place of the public hearing before the city council;
3. A location description in non-legal language along with a vicinity map that identifies the subject right-of-way proposed to be vacated;

B. At least twenty calendar days before the public hearing, the City shall distribute the public notice as follows:

- 1. In all cases where the proceeding is initiated by resolution of the city council, in addition to the notice required herein, there shall be given by mail at least fifteen days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any street or alley or any part thereof sought to be vacated, as shown on the rolls of the county treasurer, directed to the address thereon shown.
2. A copy will be published in the official newspaper of the City, except no vicinity map shall be required;
3. Posted in a conspicuous location at the three most public places within the City;
4. A copy will be posted on the subject right-of-way in the manner set out in subsection C of this section.

C. Public Notice Sign. The city clerk shall provide for and have public notice signs posted at least twenty calendar days before the public hearing as follows:

1. The posted notice shall be designed and constructed in accordance with the administrative procedures developed by the department. A copy of the public notice described in subsection A of this section and the vicinity map shall be attached to each sign.
2. One posted notice shall be located at each public access location and placed so that the sign(s) are conspicuously visible from an improved public right-of-way not subject to the vacation request. The department shall approve the location of each sign.
3. All posted notices shall be removed after the final public hearing.

12.95.090 Objection by property owners.

A. If fifty percent or more of the abutting property owners file written objections to a city council initiated vacation with the city clerk, prior to the time of the public hearing, then the City shall be prohibited from proceeding with the vacation. The calculation of each abutted property's percentage shall be based on the following:

1. Roads and alleys: the total length of each individual property linear footage abutting the subject right-of-way over the total perimeter length of the subject right-of-way.
2. Public easements: the square footage of the subject right-of-way on each individual property over the total area of the subject right-of-way.

12.95.100 Public hearing procedures.

A. The city council shall hold a public hearing on each street vacation pursuant to KMC 12.95.0870 and 12.95.0980.

B. The city council may continue the hearing if the city council determines that it needs more information on the vacation. If, during the hearing, the city council continues the hearing to a specific time and place on the vacation, no further notice of the hearing need be given.

C. The department shall provide an analysis of the requested vacation in relation to the provisions of this chapter and the applicable provisions of the comprehensive plan with a recommendation on the requested vacation.

D. Any interested person may participate in the public hearing in either or both of the following ways:

1. By submitting written comments to the city council by delivering the comments to the city clerk as noted in the public notice prior to the hearing; and
2. By appearing in person, or through a representative, at the hearing and making oral comments directly to the city council.

12.95.110 Criteria for granting street vacation.

A. The decision on a vacation application is a legislative determination. The city council may, at its discretion, vacate a road or alley or part thereof if it determines that vacation is in the public interest and that:

1. The subject right-of-way is not currently necessary for travel or other road purposes, nor likely to be in the future;
2. The vacation request takes into account ~~right-of-way~~ existing facilities and other uses into consideration per KMC 12.95.130; and
3. No property is denied access to the public right-of-way as a result of the vacation.

B. The city council may consider any other fact or issue it deems relevant when deciding whether to vacate a road, alley.

C. If the City Council determines to grant the petition or any part thereof, the city shall be authorized to vacate such street, or alley, or any part thereof, and the ordinance may provide that it shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate the City in an amount which does not exceed one-half the appraised value of the subject right-of-way. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city may require the owners of the property abutting the street or alley to compensate the city in an amount that does not exceed the full appraised value of the area vacated.

12.95.120 Limitations on vacations.

Vacations of roads abutting bodies of water shall be limited and follow the procedures set forth in RCW 35.79.035.

12.95.130 Right to reserve easements.

In vacating a road or alley governed by this chapter, the city council may retain an easement or the right to exercise and grant any easements in respect to the vacated land for construction, repair, and maintenance of for the following purposes:

A: Construction, repair, and maintenance of public facilities and services.

12.95.150 Final decision of vacation.

A. Following the public hearing, the city council shall either:

1. Adopt an ordinance granting the vacation, subject to conditions the city council deems necessary; or
2. Adopt a motion denying the vacation.

B. The ordinance may be conditioned as follows:

1. Receipt of monetary compensation pursuant to RCW 35.79.030 and KMC 12.95.170.

2. Receipt of *utility* easements, if any, per KMC 12.95.130.

3. Other conditions deemed appropriate by the city council.

C. Within 14 calendar days of the city council's approval of the ordinance or from the date all conditions of the ordinance are met, whichever comes later, the ordinance shall be recorded by the city clerk in the office of the auditor of the county in which the vacated land is located.

12.95.160 Appraisal reviews.

The *city manager* is authorized to obtain appraisals from qualified, independent appraisal reviewers as part of the *application* review.

12.95.170 Fees and costs.

The *city manager* is authorized to collect fees for the following:

A. Application fee: The cost for reviewing, noticing, and preparing documentation for city council review shall be paid by the *applicant*. Fees shall be as determined by the city council by resolution;

B. Appraisal review cost: The cost for an appraisal review shall be paid by the *applicant*. Cost shall be the direct invoice cost for the appraisal review;

C. Subject right-of-way cost: The cost for the *subject right-of-way* shall be the full appraised value of the *subject right-of-way* area as determined by the *City's* appraisal reviewer, the calculation for each abutting property owner based upon percentage calculations pursuant to Section 12.95.090.

12.95.180 Title to vacated street or alley.

Title of *subject right-of-way* shall be pursuant to RCW 35.79.040.

12.95.190 Vested rights not affected.

No vested rights shall be affected by the provisions of this chapter.

12.95.200 City use of revenue.

One half of the revenue received by the *City* as compensation for the vacated *right-of-way* must be dedicated to the acquisition, improvement, development, or related *maintenance* of public open space or transportation capital projects within the *City*.

Title 12

STREETS, SIDEWALKS AND PUBLIC SPACES

Chapters:

| | |
|--------------|--|
| 12.05 | General Provisions |
| 12.10 | Official Street System |
| 12.15 | Street Closures and Load Restrictions on Streets |
| 12.20 | Load Limits on Bridges |
| 12.25 | <i>Repealed</i> |
| 12.30 | <i>Repealed</i> |
| 12.35 | Rights-of-Way |
| 12.40 | Permit System for Use of City Real Property |
| 12.45 | Complete Streets Policy |
| 12.50 | Road Standards |
| 12.55 | Utilities on City Rights-of-Way |
| 12.58 | Wireless Communication Facilities within City Rights-of-Way |
| 12.60 | Public and Private Utilities on Real Property |
| 12.65 | Snow Emergency Routes |
| 12.70 | Sidewalks, Planting Strips and Street Trees |
| 12.75 | <i>Repealed</i> |
| 12.80 | Integrated Transportation Program |
| 12.85 | State Route 522 Access Management Program |
| 12.90 | Transportation Benefit District |
| 12.95 | Right-of-Way Vacations |

Chapter 12.05

GENERAL PROVISIONS

Sections:

- 12.05.010 *Repealed.*
- 12.05.015 Intent.
- 12.05.020 Financial guarantees authorized.
- 12.05.030 Definitions.
- 12.05.040 Removal of facilities and personal property in City rights-of-way.
- 12.05.050 Violation – Enforcement – Penalty.

12.05.010 Relationship to comprehensive plan and Growth Management Act.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.010).]

12.05.015 Intent.

A. This code is enacted to protect and preserve the public health, safety and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes. It is also the purpose of this code to regulate activities within the *rights-of-way* in the interest of public health, safety and welfare; and to provide for the fees, charges, enforcement, and procedures required to administer such regulations.

B. It is expressly the purpose of this code and any procedures adopted hereunder to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code or any procedures adopted hereunder.

C. It is the specific intent of this code and any procedures adopted hereunder to place the obligation of complying with the requirements of this code upon the persons, organizations, *utility*, or *permittees* adjacent to or seeking to use the rights-of-way, and no provision is intended to impose any duty upon the City of Kenmore, or any of its officers, employees or agents. Nothing contained in this code or any procedures adopted hereunder is intended to be or shall be construed to create or form the basis for liability on the part of the City of Kenmore, or its officers, employees or agents, for any injury or damage resulting from the failure of the persons, organizations, *utility*, or *permittees* to comply with the provisions hereof, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this code or any procedures adopted hereunder by the City of Kenmore, its officers, employees or agents.

D. All *work* performed or contracted by the *City* within the *right-of-way* is exempt from the permitting requirements outlined in this Title. [Ord. 18-0458 § 1 (Att. A).]

12.05.020 Financial guarantees authorized.

The *city manager* is authorized to require all *applicants* issued permits or approvals under the provisions of this title to post financial guarantees consistent with the provisions of KMC Title 21. [Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.02.020).]

12.05.030 Definitions.

This section contains definitions of terms used throughout this title.

A. “Abutting property” means real property having a frontage upon or common boundary with the sides or margins of any road or right-of-way.

B. “Applicant” means a property owner(s), person(s), company, public agency, or public or private utility, or authorized agent of the applicant who files an application for a permit under this title requesting approval to access/use publicly owned land or right of way.

C. “Application” means an application form supplied by the City and completed by the *applicant*, payment for the required application fee(s), and related property site, driveway, roadway, traffic information, and any other documentation as determined necessary by the City in the evaluation of the application.

D. “City” means the City of Kenmore.

E. “City manager” means the City of Kenmore city manager or his or her designee(s).

F. “City engineer” means the city engineer herein authorized with the same powers specified in RCW 36.75.050 and 36.80, or his/her authorized representatives. Whereas “County” shall be replaced with “City” throughout.

G. “City project” means any work performed by the City (either with city personnel or by way of contract) including but not limited to capital projects, *maintenance*, or repair/*restoration* activities.

H. “City property” means all City real property, including but not limited to recreational trails, critical areas, roads, parks and dedicated open space, that is owned by the City.

I. “Contractor” means any person, firm, corporation, or other entity who or which, in the pursuit of an independent business undertakes to, or offers to undertake, or submits a bid to, construct, alter, repair, add to, subtract from, improve, develop, move, wreck, demolish, or excavate for any structure, road, sidewalk or other infrastructure below ground, at ground or above ground.

J. “Curb” means a cement, concrete or asphalt raised structure designed to delineate the edge of the travel way or pavement, to separate the vehicular portion from that provided for pedestrians or bicyclists, and for surface water drainage control.

K. “Department” means the City department or outside agency assigned by the city manager to administer a portion of the Municipal code.

L. “Development” means any activity that requires a permit or approval, including, but not limited to, a right-of-way use permit (limited, access, and encroachment), *special use permit*, utility permit, right of use agreement, connection permit, or right-of-way vacation.

M. “Encroachment” means any structure, object, or obstruction, including, but not limited to, building extension, marquee, fence, stairway, railing, retaining wall, artwork, private landscaping, barriers, or any other building or structure constructed, erected or maintained in, over or under any public place, right-of-way, easement, roadway, parking strip and/or sidewalk, including the airspace above them.

N. “Engineering permit” means a *permit* authorizing the use or improvement of privately owned property. Permitted activities include clearing, grading, roads, drainage facilities, utilities.

O “Facility” or “Facilities” means any pole, pipe, line, pipeline, cable, vault, antenna, appurtenances, fixtures, conduit, guys, anchors, vaults, attachments, fencing, or other equipment or structure owned and/or operated by a utility company or public/private agency necessary for a fully functional system.

P. “Franchise” means an agreement granting the non-exclusive right, privilege, and authority to occupy the right-of-way.

Q. “Highway” means the same as “Road.”

R. “Maintenance” means the routine upkeep of the right-of-way or property, equipment, materials, etc. to retain its original function and/or to allow for access or safety.

S. “Permit” means any activity requiring written approval issued by the *City*, subject to conditions stated therein, authorizing the use, construction, alteration, reconstruction, relocation, *maintenance*, or development within the right-of-way or publicly owned real property. This includes, but not limited to, reclassification of a road, street vacation, and traffic control devices.

T. “Permittee” same as “Applicant.”

U. “Professional engineer” means a civil engineer with an active status license in the State of Washington registered in accordance with Chapter 18.43 RCW.

V. “Property owner” means a person(s) or entity with ownership of real (fee title and/or mortgages) or personal property.

W. “Restoration” means activities necessary to replace, repair or otherwise restore the *right-of-way* and adjacent private property and all features contained within to the same or better condition as existed prior to any construction and in compliance with the Road Standards.

X. “Right-of-way” means land and the space above and below, property or property interest, such as a right-of-way use easement, as well as bridges, trestles, or other structures, dedicated to, or otherwise acquired by the City of Kenmore for public motor vehicle, pedestrian, bicycle, or other non-motorized transportation purposes, including, but not limited to, roads and trails, whether or not opened, improved or maintained for public transportation purposes.

Y. “Right-of-way use agreement” is an agreement with the City through which is granted a site-specific and revocable privilege to use city right-of-way at a location identified in the agreement for *facilities* and *wireless communication facilities*, and through which are set forth the terms and conditions for exercising the granted privilege to use the City right-of-way. The *city manager* shall have the discretion to use right-of-way use agreements for other purposes as needed.

Z. “Right-of-way use permit, limited” means a *permit* authorizing a person to enter, use and/or improve City right-of-way.

AA. “Right-of-way use permit, access” means a *permit* authorizing to enter and use unopened City right-of-way for a subdivision or property access.

BB. “Right-of-way use permit, encroachment” means a *permit* authorizing the use of the City right-of-way for an *encroachment*.

CC. “Right-of-way utility permit” means a document issued under the authority of the city manager which provides specific authorization, requirements, and conditions for specific utility work at specific locations.

DD. “Road” means the improvements contained within the full width of the right-of-way boundary lines including permanent right-of-way easements obtained for use of the public for purposes of vehicle, pedestrian, and bicycle travel and storm drainage (same as Highway as defined by RCW 46.04.197 and City Street as defined in RCW46.04.120).

EE. “Road Standards” means the City of Kenmore Road Standards adopted under Chapter 12.50 KMC.

FF. “Sidewalk” means that space between the *curb* line or the edge of paved travel lane and the *abutting property*, set aside and intended for the use of pedestrians, improved by paving with cement concrete or asphaltic concrete.

GG. “Special use permit” means a *permit* for the use of *City property* issued pursuant to this title.

HH. “Street” means the same as “Road.”

II. “Unimproved *right-of-way*” means any *right-of-way* or portion thereof that has not been improved by the *City* for the use of public transportation. Unimproved right-of-way may contain *facilities*.

JJ. “Utility” means private and public providers/owners of utility infrastructure, including water, wastewater, electric, telephone, telegraph, telecommunications, fiber optic, wireless services, cable television, natural gas lines, and solid waste.

KK. “Wireless” means transmissions through the airwaves including, but not limited to, infrared line of sight, cellular, microwave, or satellite.

LL. “Wireless communication facility” generally means an unmanned *facility* for the transmission and/or reception of radio frequency (RF) signals or other **wireless** communications, typically consisting of one or more antennas, a transmission or alternative transmission support structure, cables and other transmission equipment, and an equipment enclosure or cabinets. **Wireless** communication facility shall not include equipment intended solely for internal household or business use such as **wireless** modems, cellular signal boosters, or personal cellular cellspots.

MM. “Wireless communication provider” means every person that owns, controls, operates or manages a wireless communication facility within the right-of-way for the purpose of offering wireless communications services (i.e. transmission for hire of information in electronic or optical form, including, but limited to, voice, video, or data.

NN. “Work” means any construction or alteration of existing infrastructure, maintenance, or other improvements or actions whether identified under an approved *permit* or not.

OO. “WSDOT” means the Washington State Department of Transportation. [Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A).]

12.05.040 Removal of facilities and personal property in City rights-of-way.

Except as may be required by Chapter 35.99 RCW, any *utility*, company or person (hereby referred to as *owner*) that locates any *facilities* or personal property in the *right-of-way* shall relocate, remove or reroute said *facilities* or personal property, as ordered and in the time frame required by the *City* per this Title, at no expense or liability to the *City*. If an *owner* fails to timely perform such *relocation, removal, or reroute*, then the *city manager* may, but is not required to, order and complete all actions necessary to remove the *facilities* or personal property from the *right-of-way*. The *city manager* may require the *owner* to reimburse the *City* for the reasonable actual costs of removal, including *City* overhead (provided that in no event shall such overhead exceed 10 percent of the total costs, fees and expenses of third parties), within 30 days of the *City’s* invoice. In addition, the *owner* shall indemnify, protect and hold harmless the *City* from any third-party claims for service interruptions or other losses in connection with any such change or removal of the *facilities/* or personal property, other than the *City’s* negligence or willful misconduct. [Ord. 18-0458 § 1 (Att. A).]

12.05.050 Violation – Enforcement – Penalty.

A. The violation of or failure to comply with any provision of this title is declared to be unlawful. The *city manager* shall have the authority to enforce this title and to adopt procedures for the purpose of implementing or carrying out other responsibilities required by this title.

B. Any violation or failure to comply with any provision of this title is a civil violation as provided for in Chapter 1.20 KMC, for which a monetary penalty may be assessed and abatement may be required as provided herein. Unless otherwise noted elsewhere within this Title, the *city manager* may, but is not required to, seek voluntary correction pursuant to KMC 1.20.070, prior to the assessment of monetary penalties for violation of this title. [Ord. 18-0458 § 1 (Att. A).]

Chapter 12.10

OFFICIAL STREET SYSTEM

Sections:

- 12.10.010 Official street system.
- 12.10.020 *Repealed.*
- 12.10.030 Streets included.
- 12.10.040 *Repealed.*
- 12.10.050 Additions and deletions.
- 12.10.060 *Repealed.*
- 12.10.070 Inclusion of streets which have reverted to City from the County.
- 12.10.080 Inaccuracies corrected.

12.10.010 Official street system.

To provide for the administration, *maintenance*, and dedication of *right-of-way* and improvement of the *City's roads*, the *City* needs to identify the official *City* street system. This system will be shown on maps which will also show the *roads* for which the *City* has *maintenance* responsibility. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.010).]

12.10.020 Maps are exhibits.

Repealed [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.030).]

12.10.030 Streets included.

Only those *roads* within the boundaries of the *City* shall be considered part of the *City* street system. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.040).]

12.10.040 Revision of street exhibits.

Repealed [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.050).]

12.10.050 Additions and deletions.

The *city manager* shall have the authority to make additions to, deletions from, or characteristic changes to the *roads* on *City* maps, consistent with RCW 35.78.010. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.060).]

12.10.060 Streets constructed by Highway Department included.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.070).]

12.10.070 Inclusion of streets which have reverted to City from the County.

The *City* street system shall include all *right-of-way* which reverted to King County prior to incorporation by virtue of prescriptive rights as set forth in RCW 36.75.070 and 36.75.080. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.080).]

12.10.080 Inaccuracies corrected.

If any inaccuracies appear on the maps that are in conflict with other records on file, the inaccuracies shall be corrected on the maps, if applicable, and in no case shall affect the provisions of this chapter or the status of the maps as official designators of the official *City* street system. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.04.100).]

Chapter 12.15

STREET CLOSURES AND LOAD RESTRICTIONS ON STREETS

Sections:

- 12.15.010 Street closure policy.
12.15.020 Winter and emergency load restrictions.

12.15.010 Street closure policy.

All *street* closure and load limit restrictions will be disseminated in accordance with this Chapter insofar as it is possible to do so.

A. Emergency services shall be allowed access through any *street* closure unless otherwise determined by the *city engineer* that such access would result in an unsafe condition to the public or the emergency service provider. If access cannot be provided to emergency services, detours shall be submitted to the *City* and all emergency service providers for approval.

B. The school district will be notified prior to 1:00 p.m. on the first business day preceding any *street* closure on a school bus route. If the morning pickup of children is accomplished, the school district will be permitted to use these routes for the returning of the children to their normal bus stops.

C. If sufficient space is available, school buses will be permitted to turn around at the intersection of a school bus route which is closed and the open route with the minimum maneuvering possible on the closed *street* in the intersection area.

D. The *City* will establish the necessary communications with the school district and emergency service providers to provide the proper notifications.

E. *Street* closure as a result of inclement weather shall be consistent with the provisions of Chapter 12.65 KMC, all other inclement weather closures shall be consistent with this Chapter and notifications shall be performed in accordance with KMC 12.65.030.

F. In the event of an emergency, notification of road closures shall be done as soon as possible.

G. It shall be at the *city manager's* discretion to close any *street* and shall have the authority to initiate *street* closures per this policy. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.010).]

12.15.020 Winter and emergency load restrictions.

The following emergency restrictions shall be in effect on *City streets* during such periods of freezing and thawing conditions as determined by the *city manager*:

REGULAR WINTER LOAD RESTRICTIONS

| Conventional | | Tubeless or Special with 0.5 Marking | |
|--------------|----------------------|--------------------------------------|----------------------|
| Tire Size | Gross Load Each Tire | Tire Size | Gross Load Each Tire |
| 7.00 | 1,800 lbs. | 8-22.5 | 2,250 lbs. |
| 7.50 | 2,250 lbs. | 9-22.5 | 2,800 lbs. |
| 8.25 | 2,800 lbs. | 10-22.5 | 3,400 lbs. |
| 9.00 | 3,400 lbs. | 11-22.5 | 4,000 lbs. |

REGULAR WINTER LOAD RESTRICTIONS

| | | | | | |
|-------|---------|------------|---------|---------|------------|
| 10.00 | | 4,000 lbs. | 11-24.5 | | 4,000 lbs. |
| 11.00 | | 4,500 lbs. | 12-22.5 | | 4,500 lbs. |
| 12.00 | or over | 4,500 lbs. | 12-24.5 | or over | 4,500 lbs. |

EMERGENCY LOAD RESTRICTIONS

| Conventional Tires | | Tubeless or Special with 0.5 Marking | | | |
|--------------------|---------|--------------------------------------|-----------|---------|-------------------------|
| Tire Size | | Gross Load Each Tire | Tire Size | | Gross Load Each Tire |
| 7.00 | | 1,800 lbs. | 8-22.5 | | 1,800 lbs. |
| 7.50 | | 1,800 lbs. | 9-22.5 | | 1,900 lbs. |
| 8.25 | | 1,900 lbs. | 10-22.5 | | 2,250 lbs. |
| 9.00 | | 2,250 lbs. | 11-22.5 | | 2,750 lbs. |
| 10.00 | | 2,750 lbs. | 11-24.5 | | 2,750 lbs. |
| 11.00 | or over | 3,000 lbs. | 12-22.5 | or over | 3,000 lbs. |

A further load restriction of five tons gross on any vehicle may be placed on *streets* under severe conditions. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.12.020).]

Chapter 12.20

LOAD LIMITS ON BRIDGES

Sections:

- 12.20.010 Gross weight allowed and notification.
- 12.20.020 Permits.
- 12.20.030 Maximum gross vehicle weight.
- 12.20.040 Enforcement and penalty.
- 12.20.050 *Repealed*

12.20.010 Gross weight allowed and notification.

A. It is unlawful for any person to operate a vehicle over any *City* bridge when such vehicle has a gross weight that is greater than the posted maximum weight for that bridge, unless the driver is in possession of a *Right-of-way use permit, limited* – Type B per KMC 12.035.040 issued by the *city manager*.

B. Notice of closing of individual bridges to certain classes or weights of vehicles shall be:

1. Published in a local newspaper of general circulation; and
2. Posted on signs at each end of subject bridge, on or prior to the date of publication. All signs shall be erected and maintained in accordance with RCW 46.61.450 and 47.36.030.

C. Maximum gross weights for vehicles operating over *City* bridges shall be established by ordinance in accordance with RCW 46.44.080.

D. The *city engineer* shall have the authority by administrative determination to immediately impose temporary gross weight limits on bridges based on the results of an engineering investigation. The *city engineer* shall have the authority to immediately erect and maintain official traffic control devices for temporary gross weight limits on bridges in accordance with Chapter 46.90 RCW, WAC 308-330-265 and Chapter 10.05 KMC. The temporary gross weight limits on bridges shall be in effect for not longer than one year from the date of posting or until the weight limits are established by ordinance. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.010).]

12.20.020 Permits.

The *city manager* is authorized to issue *permits* for the safe use of load limited bridges by emergency vehicles and other vehicles exceeding the posted maximum weight. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.015).]

12.20.030 Maximum gross vehicle weight.

Those *City* bridges that are posted are done so pursuant to definitions and standards for maximum gross vehicle weight contained in Chapter 46.44 RCW, particularly the vehicle weight table of RCW 46.44.041. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.020).]

12.20.040 Enforcement and penalty.

Any violation of this chapter is a traffic infraction and subject to a penalty of \$250.00. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.16.170).]

12.20.050 West Sammamish River Bridge (1071AW).

[Ord. 14-0374 § 1.]

Chapter 12.25

STANDARD SPECIFICATIONS FOR STREET AND BRIDGE CONSTRUCTION

(Repealed by Ord. 05-0231)

Chapter 12.30

STREET CONSTRUCTION RULES ADOPTED

(Repealed by Ord. 05-0231)

Chapter 12.35

RIGHTS-OF-WAY

Sections:

| | |
|-----------|--|
| 12.35.010 | <i>Repealed.</i> |
| 12.35.015 | <i>Repealed.</i> |
| 12.35.020 | Permit required for improvement or use – Application processing. |
| 12.35.025 | Time limitation of application. |
| 12.35.030 | Permit – Additional requirements. |
| 12.35.035 | Application – Fees. |
| 12.35.037 | Permit – Fees. |
| 12.35.040 | Permit – Limited. |
| 12.35.050 | Permit – Access. |
| 12.35.055 | Permit – Encroachment. |
| 12.35.060 | Permit – Application. |
| 12.35.065 | Obligation – Revocation. |
| 12.35.070 | Conformance. |
| 12.35.075 | Covenant. |
| 12.35.077 | Permit – Interpretation. |
| 12.35.080 | Enforcement. |
| 12.35.090 | Retroactivity. |
| 12.35.100 | <i>Repealed.</i> |
| 12.35.110 | Insurance and Indemnification. |
| 12.35.120 | Performance Guarantee Required. |

12.35.010 Definitions.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.010).]

12.35.015 Fee exemptions – Beautification permit.

Repealed by Ord. 11-0330. [Ord. 04-0206 § 1.]

12.35.020 Permit required for improvement or use – Application processing.

A. Permits Required.

1. The *right-of-way* shall not be improved and no *development* approval shall be issued unless a *permit* has been issued pursuant to this chapter.
2. The *unimproved right-of-way* shall not be used for access or other purposes unless a *permit* has been issued pursuant to this Chapter.
3. Exceptions: *Utility construction work*, *City projects*, and special events shall be exempt from this chapter. *Utility construction work* shall be authorized pursuant to Chapter 12.55 KMC and special events approved and permitted in accordance with Chapter 8.40 KMC.

B. General Procedures.

1. Upon receipt of an *application* for *right-of-way use permit*, *limited*, *access*, or *encroachment*, the *city manager* shall determine whether the proposed activity is within *City-owned right-of-way*.
2. The *City* shall be the lead agency for compliance with the State Environmental Policy Act. In addition, the *city manager* shall review *applications* for compliance with applicable *City* plans, policies, regulations and standards. Prior to issuing a *right-of-way use permit*, the *city manager* may require an appropriate financial guarantee consistent with the provisions of KMC Title 21 be secured by the *applicant* and submitted to the *City*.

3. The *city manager* may, when feasible, utilize an *engineering permit* in-lieu of *right-of-way use permits* to prevent duplication and increase efficiency. All requirements of this Chapter shall apply to any *engineering permit* used in lieu of a *right-of-way use permit*. The fees shall be reduced to the extent separate fees would be duplicative. [Ord. 12-0335 § 4; Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.020).]

12.35.025 Time limitation of application.

A. *Applications* for which no *permit* is issued within 18 months following the date of *application* submittal shall expire by limitation and plans and other data submitted for review may thereafter be returned to the *applicant* or destroyed in accordance with State law.

B. *Applications* may be canceled for inactivity, if an *applicant* fails to respond to the *department's* written request for revisions, corrections, actions or additional information within 90 days of the date of request. The *city manager* may extend the response period beyond 90 days if within the original 90-day time period the *applicant* provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the *department*.

C. The *city manager* may extend the life of an *application* if any of the following conditions exist:

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other *City* review is in progress; provided, that the *applicant* has submitted a complete response to *City* requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final *City* decision; or
3. Litigation against the *City* or *applicant* is in progress, the outcome of which may affect the validity, or the provisions of any *permit* issued pursuant to such *application*.
4. At the sole discretion of the *city manager* when there have been newly adopted codes, fees, ordinances, standards, or laws which affect the *application*. [Ord. 11-0330 § 1 (Exh. A).]

12.35.030 Permit – Additional requirements.

A. Plans. Detailed engineering and *restoration* plans and/or drainage plans may be required when determined necessary by the *city manager*. Costs for the preparation of such plans and any required studies shall be borne by the *applicant*.

B. Survey. When determined necessary by the *city manager* to adequately define the limits of *right-of-way* and the existing improvements therein, the *applicant* shall cause the *right-of-way* to be surveyed by a Washington State licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost for the preparation of such survey shall be borne by the *applicant*.

C. Dedication. An *applicant* may be required to deed additional *right-of-way* across the *property owner's* property when necessary to fulfill the minimum *road* and *right-of-way* widths prescribed in Chapter 12.50 KMC.

D. Illegal Subdivision. A *permit* shall not be issued to provide access to a lot or parcel created in violation of State and/or *City* subdivision regulations.

E. Every *permit* granted under this chapter shall also condition approval consistent with the requirements of Chapter 12.05 KMC, General Provisions. [Ord. 18-0458 § 1 (Att. A); Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.030).]

12.35.035 Application – Fees.

A. Each *application* requires a fee, imposed by city council by resolution, payable to the *City* for the administrative costs and expenses of processing the *application*.

B. The purpose of this subsection B is to foster the public benefit by encouraging citizens to beautify publicly owned *right-of-way*, without compromising the public's safety. For purposes of maintaining a record of all beautification

projects, a *permit* shall be required prior to commencement of a beautification activity. A *permit* may be issued without charge for projects that satisfy the following criteria:

1. The project involves the planting of flowers or other vegetation that does not hinder the safe use of the *right-of-way* by drivers or others within 10 feet of the fog line or the edge of the pavement, if there is no fog line;
2. The project involves planting adjacent to the *applicant's* property;
3. No shrubs, trees, or structures (such as but not limited to landscape blocks, lawn or yard decorations), are installed within two feet of a *curb* line or, where no *curb* exists, within 10 feet of the edge of pavement. Certain restrictions shall apply to the installation of trees or shrubs. In any case, trees and shrubs shall not be installed that will interfere with sight distance.
4. Improvements that are a hazard to the public or impact *City maintenance* and operation of the *right-of-way* as determined by the *city manager* are prohibited. [Ord. 11-0330 § 1 (Exh. A).]

12.35.037 Permit – Fees.

A. The *permittee* shall pay fees for use of the *right-of-way* at the rates imposed by the city council by resolution.

B. The fees shall be collected in accordance with administrative procedures developed by the *department*. [Ord. 11-0330 § 1 (Exh. A).]

12.35.040 Permit – Limited.

A. Upon filing of a complete *application*, payment of the fee(s), and posting of the financial guarantee for construction, *maintenance*, and *restoration* of the *right-of-way* consistent with the provisions of KMC Title 21 (as needed), the *city manager* may issue a *permit* authorizing the limited use of *right-of-way*, for use by designated private parties for a specific use.

B. The *permit* may require construction and *restoration* of the *right-of-way* to adopted *City* standards based on the nature and duration of the specific use, and subject to inspection. In addition, conditions may be set to assure compliance with *City* plans, policies, standards and regulations. Such conditions may require performance in excess of adopted *Road Standards*.

C. The *applicant* shall assume sole responsibility for the safe and adequate operation and *maintenance* of any improvements or *work* performed by the *applicant* or the *applicant's* representative in the *right-of-way*.

D. The *applicant* may apply for an extension to the *permit* – upon written *application* for an extension, payment of the applicable fee(s), and being found to be in compliance with the conditions and requirements of the original *permit*. *Permits* shall be limited to one 6-month extension, unless otherwise approved by the *city manager*. *Permit* extensions must be applied for no later than 30 days from the permit expiration date. *Permit* extension is at the sole discretion of the *city manager*.

E. Types of *Right-of-way Use Permits*, Limited.

1. Type A. Activity which will alter the surface or subsurface of the *right-of-way*. Examples are:

- a. Paving operations;
- b. Driveway installation/removal;
- c. *Sidewalk* installation/removal;
- d. Open-cut trenching;
- e. Tree removal/installation;
- f. Storm drainage installation/removal;

- g. Shoulder improvements;
- h. Mailbox installation/removal;
- i. Beautification.

2. Type B. Temporary use of the *right-of-way* which does not change the *right-of-way* surface or subsurface. Examples are:

- a. Temporary storage of material/equipment outside of the pedestrian or vehicle traveled way;
- b. Temporary parking;
- c. Lane/shoulder/pedestrian travel way closures;
- d. Commercial activities in the *right-of-way*;
- e. Investigative activities;

3. Type C. Temporary use of the *right-of-way* which does not change the *right-of-way* surface or subsurface AND requires a *road* closure. Examples are:

- a. Fair or carnival;
- b. Farmer's market;
- c. Parade;
- d. Block party;

F. Permit expiration: *Permits* shall expire as noted below. If the *permit* is approved in conjunction with another *City* issued *permit*, the *permit* may be allowed to expire with the other *City permit*.

1. Type A and B: Type A and B *permits* shall expire 12 months from the date of issuance. *Permits* may be extended an additional 6 months from the date of expiration at the discretion of the *city manager* as long as no changes have been made to the originally approved plans and no new development standards have been adopted.

2. Type C: Type C permits shall expire 3 months from the date of issuance or upon completion of the permitted activity, whichever is shorter. The permit may be extended at the *city manager's* discretion.

3. Permits that have expired beyond the dates noted above, including any extensions, may be extended up to 12 months at the discretion of the *city manager* if any of the following conditions exist:

- a. Compliance with the State Environmental Policy Act is in progress; or
- b. Any other *City* review is in progress; provided, that the *applicant* has submitted a complete response to *City* requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final *City* decision; or
- c. Litigation against the *City* or *applicant* is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such *application*; or
- d. At the sole discretion of the *city manager* when there have been newly adopted codes, fees, ordinances, rules, standards or laws which directly affect the application; or
- e. At the sole discretion of the *city manager* that an extension would be in the interest of the public's welfare.

G. Exemptions: The following activities are exempt from permitting:

1. United States Postal Service mailbox installations are exempt from permitting if replacing in-kind with only de minimis alterations in location or to hard surfaces and no impacts to vehicle or bicycle travel lanes.
2. *Maintenance* activities such as sweeping, shoveling, landscaping, tree trimming, etc. that have no impacts to vehicle or bicycle travel lanes or close pedestrian access.
3. Other temporary activities as determined by the *city manager*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0088 (Exh. B); Ord. 98-0024 §§ 1, 2 (KCC 14.28.050).]

12.35.050 Permit – Access.

A. Upon filing of a complete *application* and payment of the fee, the *city manager* may issue a *right-of-way use permit*, *access* authorizing the use of *unimproved right-of-way* for property access.

B. The *applicant* may be required to construct *road* improvements to the adopted *Road Standards* and may be required to post financial guarantees consistent with the provisions of KMC Title 21 for construction, *restoration* and *maintenance*. Construction work and all *restoration work* required by the *permit* shall be completed within one year of the *permit*'s issuance. In addition, the *city manager* may set conditions to assure compliance of the *permit* with other adopted plans, *City* policies, and regulations.

C. The *city manager* may place and maintain permanent sign(s) denoting the end of the *City*-maintained road.

D. The *applicant* shall have sole responsibility for the safe construction, operation and *maintenance* of any work in the *right-of-way* pursuant to the *permit* until such time as the work is officially accepted for *maintenance* by the *City*.

E. Unless earlier revoked by the *city manager*, any *permit* shall be valid for a term of one year and shall be automatically renewable for successive one-year terms unless otherwise terminated by either party. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 00-0085 §§ 1, 3; Ord. 98-0024 §§ 1, 2 (KCC 14.28.060).]

12.35.055 Permit – Encroachment.

A. Upon filing of a complete *application* and payment of the fee, the *city manager* may issue a *right-of-way use permit*, *encroachment* authorizing the use of the *right-of-way* for an *encroachment*.

B. An *encroachment permit* may be issued to authorize private construction in *unimproved right-of-way* when it is unlikely in the judgment of the *city manager* that such *right-of-way* will be substantially improved by the *City* or other public agency within the foreseeable future.

In exercising such judgment, the *city manager* may consider existing traffic data in and around the site of the *permit application*, the *City*'s adopted transportation improvement plan, and any other plans, studies, data, or other information deemed relevant to the determination.

C. The *applicant* shall have sole responsibility for the safe construction, operation and *maintenance* of any work within the *right-of-way* pursuant to the *permit*.

D. Unless earlier revoked by the *city manager*, any such *permit* issued shall be valid for a term of one year and shall be automatically renewable for successive one-year terms until such time as the *permit* is revoked. [Ord. 11-0330 § 1 (Exh. A).]

12.35.060 Permit – Application.

An *applicant* for a *right-of-way use permit* issued pursuant to this chapter shall complete an *application* in a form prescribed by the *city manager*. The *city manager* may reject incomplete *application* forms. Such *application* forms shall require an *applicant* to identify the *right-of-way* to be used, the nature of the related *development* on the adjacent private property, and such other information as the *city manager* reasonably determines to be necessary, in relation to the specific project proposed. Such other information may include geotechnical studies, proof of liability insurance, performance bonding, and other measures designed to protect the public health, safety, and welfare. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.070).]

12.35.065 Obligation – Revocation.

This chapter authorizes the *city manager* to engage in discretionary acts and does not create any obligation on the part of the *City* to issue any such *right-of-way use permit*, nor does it create any right on the part of an *applicant* to initially obtain or subsequently retain any such *right-of-way permit*. Any such *permit* actually issued shall be revocable at any time after 90 days' written notice from the *city manager* to the *permit* holder. The *city manager's* revocation notice shall include a date by which the private use of the *right-of-way* must be discontinued and removed, all at the sole expense of the *permit* holder. Any private use of the *right-of-way* remaining after such date shall constitute a public nuisance and shall be abated as such. The cost of abatement, including the *City's* attorney fees, shall be borne by the *permit* holder. There shall be no administrative appeal from any such decision by the *city manager* to revoke any such *permit*. [Ord. 11-0330 § 1 (Exh. A).]

12.35.070 Conformance.

Any requirement imposed by this chapter shall be in addition to any other requirement imposed by any other ordinance or other law regulating or controlling the use and development of private or public property. Such additional requirements include but are not limited to any necessary setback variances. A *permit* issued pursuant to this chapter may not authorize any use or development otherwise not allowed or permitted under any other ordinance. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.080).]

12.35.075 Covenant.

The *applicant* for a *right-of-way use permit, limited, access or encroachment*, may be required to record a covenant running with the land and for the benefit of the *City*, which contains:

A. A legal description of the lot or parcel benefiting from the *right-of-way use permit*;

B. If the *permit* is for access, a statement indicating the following:

1. Access to such parcel is across an unmaintained *right-of-way*; the *City* is not responsible for *maintenance* of the *unimproved right-of-way*; and responsibility for *maintenance* of the permitted *work* rests jointly and equitably upon all *permit* holders;
2. The *owner(s)* of the parcel will not oppose participation in a *City street* improvement district, if formation of such a district is deemed necessary by the *City*;
3. Subdivision of such parcel is prohibited without obtaining either plat or short plat approval; and
4. Acknowledgement that any improvement made within the access area must be removed by the *property owner* within 90 days at the request of the *city manager*;

C. If the *permit* is for an *encroachment*, a statement indicating the following:

1. *Maintenance* of the *encroachment* is the responsibility of the *property owner*; and
2. Acknowledgement that the *encroachment* must be removed by the *property owner* within 90 days at the request of the *city manager*;

D. A statement that any *right-of-way use permit* covenant is binding on the successors and assigns of the *owner(s)*;

E. The notarized signature(s) of acknowledgement of the *owner(s)* of such parcel; and

F. The *right-of-way use permit* may be revocable with 90 days' written notice and that removal of any *encroachments* and/or access improvements shall be at the *property owner's* expense. [Ord. 11-0330 § 1 (Exh. A).]

12.35.077 Permit – Interpretation.

Permits issued pursuant to this chapter shall not be construed to convey any vested right or ownership interest in any *right-of-way*. Every *right-of-way use permit* shall state on its face that any *right-of-way* opened pursuant to this chapter shall be open to use by the general public except in those cases where specific conditions in a *right-of-way use permit* restrict the use of the *right-of-way* for safety reasons. [Ord. 11-0330 § 1 (Exh. A).]

12.35.080 Enforcement.

The *city manager* is authorized to enforce the provisions of this chapter, and any rules and regulations promulgated thereunder, pursuant to Chapter 1.20 KMC. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.090).]

12.35.090 Retroactivity.

All *right-of-way use permits* issued by the *City* prior to the effective date of this chapter shall not be affected by the provisions of this chapter. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.100).]

12.35.100 Effective date.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.28.110).]

12.35.110 Insurance and Indemnification. Insurance and indemnity provisions as set forth below shall be included in all *permits*. Insurance and indemnity requirements for all *permits* may be revised at the *city manager's* discretion on a case-by-case basis:

A. Insurance Required: The *permittee* shall procure and maintain insurance for *permits*. Insurance shall provide coverage against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the *permittee's* behalf with the issuance of any *permit*.

B. The *permittee's* maintenance of insurance as required by the *permit* shall not be construed to limit the liability of the *permittee* to the coverage provided by such insurance, or otherwise limit the *City's* recourse to any remedy available at law or in equity.

C. The *permittee* shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The *City* shall be named as an additional insured under the *permittee's* Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

D. Minimum Amounts of Insurance: The *permittee* shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.

2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

E. Other Insurance Provision: The *permittee's* Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the *City*. Any insurance, self-insurance, or self-insured pool coverage maintained by the *City* shall be excess of the *permittee's* insurance and shall not contribute with it.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage: The *permittee* shall furnish the *City* with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the *permittee* before issuance of the *permit*.

H. Notice of Cancellation: The *permittee* shall provide the *City* with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance: Failure on the part of the *permittee* to maintain the insurance as required shall constitute a material breach of the *permit*, upon which the *City* may, after giving five business days' notice to the *permittee* to correct the breach, immediately terminate the *permit* or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the *City* on demand.

J. City Full Availability of Permittee Limits: If the *permittee* maintains higher insurance limits than the minimums shown above, the *City* shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the *permittee*, irrespective of whether such limits maintained by the *permittee* are greater than those required by this permit or whether any certificate of insurance furnished to the *City* evidences limits of liability lower than those maintained by the *permittee*.

K. Indemnification: The *permittee* shall defend, indemnify, and hold the *City*, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with activities or operation performed by the *permittee* in the *right-of-way* and/or the performance of any *permit*, except for injuries and damages caused by the sole negligence of the *City*.

However, should a court of competent jurisdiction determine that RCW 4.24.115 applies, then the *permittee* agrees to defend, indemnify and hold the *City*, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the *permittee's* waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the permit.

12.35.120 Performance guarantee required.

Performance guarantees such as performance bonds or other security devices shall be required for all *right-of-way use permits*. Prior to final approval of all *right-of-way use permits*, the *department* shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable State and local health and sanitation regulations, and *City* standards and to assure proper *restoration* of the *street* and the health and safety of the users of the *street*. Financial guarantees shall be consistent with the provisions of KMC Title 21. The *city manager* may waive the performance guarantee for some activities on a case-by-case basis.

Chapter 12.40

PERMIT SYSTEM FOR USE OF CITY REAL PROPERTY

Sections:

- 12.40.010 *Repealed.*
- 12.40.020 Permit requirement.
- 12.40.040 Permit issuance.
- 12.40.050 Liability.
- 12.40.060 Additional requirements.
- 12.40.080 Interpretation.
- 12.40.090 Enforcement.
- 12.40.100 *Repealed.*
- 12.40.110 Permit – Fees.

12.40.010 Definitions.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.010).]

12.40.020 Permit requirement.

A. *Special use permits* shall be required for any use of *City* owned real property, except uses regulated pursuant to Chapter 12.55 KMC, Chapter 12.35 KMC relating to *right-of-way use permits*, or special event permits approved and permitted in accordance with Chapter 8.40 KMC. Examples of special uses include, but are not limited to, storage of materials not associated with a special event, *utility* services, temporary construction or repair/maintenance activities associated with adjacent properties, or temporary access.

B. Upon receipt of an *application* for a special use permit, the *city manager* shall determine whether the proposed use is upon *City*-owned real property.

C. The *department* shall evaluate the feasibility of the proposed use, its impact on other uses of the *City property* and its impact on public health and safety. Based on this evaluation, the *department* shall recommend whether the permit should be issued.

D. In all cases, the *City* shall be responsible for assuring that any *application* meets the requirements of the critical areas code set out in Chapter 18.55 KMC and the administrative rules promulgated thereunder before the permit is issued. [Ord. 12-0335 § 5; Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.020).]

12.40.040 Permit issuance.

A. Upon filing of a complete *application*, approval of the *application*, payment of the administrative fee and posting of any required bond, the *city manager* may issue a permit authorizing the designated use of *City* real property by the *permittee*.

B. The *permit* may require site *restoration* to certain standards in view of the nature and duration of the special use. In addition, conditions may be set to assure compliance with *City* policies, ordinances and other applicable laws and regulations.

C. The permit *applicant* may be required to post a performance bond in an amount which will:

1. Guarantee the use will comply with standards and conditions prescribed by the *City*; and
2. Guarantee *restoration* of the *City property* to a condition consistent with the *special use permit* and the *City's* own use of its property. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.030).]

D. *Special use permits* are temporary in nature and shall expire 6 months from date of issuance.

E. The *applicant* may apply for an extension to the *special use permit*. Permit extensions shall be submitted within 21 calendar days of *permit* expiration. Upon written *application* for an extension, payment of any fees, and being found to comply with the conditions and requirements of the original *permit*, the *permit* may be extended. *Permits* shall be limited to one 6-month extension only. Additional *permit* extensions are permitted for special circumstances pursuant to Section 12.35.040.F3.

12.40.050 Liability.

The permit *applicant* shall be solely responsible for the adequate operation and *maintenance* of any *work* constructed by the *permittee* and shall assume liability for all injuries to persons or property resulting from activities pursuant to the *special use permit*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.040).]

12.40.060 Additional requirements.

A. Survey. When considered necessary by the *city manager* to adequately determine the limits of the *City property*, improvements on *City property*, and/or area of use, the permit *applicant* shall cause the *City property* to be surveyed by a Washington State licensed land surveyor. Such survey shall be recorded in accordance with the Survey Recording Act. The cost of such survey shall be paid by the permit *applicant*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.050).]

12.40.080 Interpretation.

Permits issued pursuant to this chapter shall not be construed to convey any vested right of ownership interest in any *City property*. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.070).]

12.40.090 Enforcement.

The *city manager* is authorized to enforce the provisions of this chapter, pursuant to Chapter 1.20 KMC. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.080).]

12.40.100 Severability.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.30.090).]

12.40.110 Permit – Fees.

A. The *permittee* shall pay the fees at the rates imposed by the city council by resolution.

B. The fees shall be collected in accordance with administrative procedures developed by the *department*.

Chapter 12.45

COMPLETE STREETS POLICY

Sections:

- 12.45.010 Vision.
- 12.45.020 Policy.
- 12.45.030 Design guidance.
- 12.45.040 Exceptions.
- 12.45.050 Implementation.
- 12.45.060 Performance measures.

12.45.010 Vision.

The *City's* vision is to provide a safe, balanced, and efficient multi-modal transportation system that serves local and regional circulation needs and accommodates all users. To meet this vision, the *City* shall provide a transportation system that allows users of all ages, abilities and financial resources to safely, effectively, and efficiently use the public *right-of-way* to drive, access public transit, bicycle, walk or use any other legal mode of travel. The *City* recognizes the public health and environmental benefits of encouraging active transportation modes through a safe, welcoming, connected network of modal choices. The *City's* Resolution No. 14-235 adopting target zero as a city goal is a core component of this vision, seeking to have zero pedestrian or cyclist deaths or serious injuries as the result of a collision with a motorized vehicle by the year 2025. [Ord. 16-0427 § 1.]

12.45.020 Policy.

The term “complete streets” is a guiding principle for the consideration of all modes of travel within the public *right-of-way*. This chapter constitutes the *City's* “complete streets” policy. Through the adoption of a layered network approach to complete streets (as described in the Transportation Element of the Comprehensive Plan) , the *City* recognizes that it can be a challenge for a single roadway to meet the demands of all modes at one time. Safety is a primary concern for the *City*, and the target zero resolution guides the pursuit of increased safety for pedestrians and cyclists, which can require the separation of some uses on certain *roads*. In addition to safety, pedestrian and bicycle comfort is of high importance and policies and plans shall consider comfort for pedestrians and bicyclists where practical. A *City-wide* network (as described in the comprehensive plan transportation element) which accommodates users of all modes of transportation (including air/seaplane and freight) and users of all abilities on appropriate networks of *roads*, paths and trails balances the principles of complete streets with the realities of promoting a transportation system that is fiscally, economically and environmentally sustainable within existing and future constraints.

Using a toolbox of diverse techniques, the *City* will plan, design, construct, operate and maintain a transportation network that meets these goals. Recently developed projects and those in future years will incorporate traditional and modern tools to create a safe, effective and efficient transportation network, such as, but not limited to:

| Traditional | Modern |
|----------------------------------|--|
| <i>Sidewalks</i> | Shared use paths |
| Paved shoulders | Bike lanes (buffered) and sharrows |
| Street trees and planting strips | Narrow vehicle lanes |
| <i>Curbs</i> with ramps | Transit priority lanes |
| Crosswalks | Enhanced pavement markings and symbols |
| Pedestrian signals | Countdown and lead pedestrian signals |
| Signage | Bulb-outs |

| Traditional | Modern |
|------------------------------|---|
| Transit stops and facilities | Rectangular rapid-flash beacon enhanced crosswalks |
| Speed bumps | Bike parking |
| Raised medians | Street furniture and temporary installations |
| Street lighting | Textured and colored pavements |
| | Focused LED street lighting and pedestrian-level lighting |
| | Traffic circles and roundabouts |
| | Chicanes |

The *City* will emphasize the layered network approach to complete streets in the review of private *development* plans, transportation system improvements, and the *City's* six-year transportation improvement plan (TIP). This approach shall include new construction, reconstruction, and rehabilitation/overlay projects, except as noted in KMC 12.45.040, Exceptions. A context-sensitive approach to each project will consider neighborhood character, underserved/underutilized modal choices, and school transportation routes (including busing, walking and vehicle circulation around schools), in addition to safety and fiscal considerations. Projects must meet the requirements of the current system and the needs of the updated future network (as described in the Comprehensive Plan), specifically as it applies to nonmotorized modal choices. Consideration will be given to accommodation of future transportation technologies, such as driverless cars, and the impact these may have on other modes of travel in the layered network. [Ord. 16-0427 § 2.]

12.45.030 Design guidance.

The *department* maintains design criteria, standards and guidelines based upon recognized best practices in *street* design, construction and operation. These criteria, standards and guidelines include, but are not limited to, the latest editions of the American Association of State Highway Transportation Offices (AASHTO) policies for vehicular and bicycle facilities, National Association of City Transportation Officials (NACTO) Urban Bikeway and Street Design Guides, publications and recommended practices from the Institute of Transportation Engineers (ITE), the WSDOT Design Manual, the Manual on Uniform Traffic Control Devices (MUTCD), and the Public Rights-of-Way Accessibility Guidelines (PROWAG).

The *City* has adopted *Road Standards* and a street planning toolkit (Transportation Element), which include a number of complete streets principles, to guide all public and private transportation projects in the *City*. These documents emphasize consideration of multiple modes of travel, especially pedestrian and bicyclists, through the use of a number of the techniques described in KMC 12.45.020, Policy. The *Road Standards* include provisions for flexibility and the adoption of new techniques and tools with the approval of the *city manager*. New techniques and future developments in design which enhance the safety of all transportation users may be incorporated into future versions of the *Road Standards*. [Ord. 16-0427 § 3.]

12.45.040 Exceptions.

Exceptions to the policies of this chapter must be approved by the *city manager*. The circumstances under which the *city manager* may consider exceptions to a complete streets approach to enhancement of the layered network are as follows:

A. *City projects* may exclude those elements of the policies of this chapter that would require the accommodation of *road* uses that are prohibited by law, grants, or other agencies, or that would otherwise pose a public safety risk unacceptable to the *City*;

B. *Maintenance* activities, such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, surface treatments, minor pavement marking changes, or pothole filling, do not require that elements of the policies of this chapter be applied beyond the scope of that *maintenance* activity;

C. *City projects* may exclude elements of the policies of this chapter when the accommodation of a specific use or mode is expected to:

1. Require more space than is physically available (topographic or *right-of-way*, where acquisition of additional *right-of-way* isn't possible or would significantly increase project costs), or
2. Be located where both current and future demand is demonstrated as being absent, including a lack of current or planned transit routes, or
3. Significantly increase project costs and equivalent alternatives for those travel modes that are documented to exist within close proximity, or
4. Be incompatible with the layered network (comprehensive plan transportation element), or5. Have an adverse impact on disadvantaged communities, or6. Have adverse impacts on environmental resources such as streams, wetlands, ditches, floodplains or historic structures or sites above and beyond the impacts of currently existing infrastructure. [Ord. 16-0427 § 4.]

12.45.050 Implementation.

The *City* recognizes that many other agencies have a direct or regional interest in the *City's* transportation network. Because transportation frequently crosses city borders, it is crucial for an effective network to ensure compatibility for all modes across jurisdictional lines with neighboring cities. The *City* fosters partnerships with adjacent cities, local transit providers, King and Snohomish Counties, *WSDOT* and Northshore School District to implement complete streets principles in *city projects* involving these entities. *WSDOT* maintains a regionally significant *highway* passing through the *City* and shares in the *City's* dedication to complete streets and a layered network approach.

The *City* has developed and continues to update a six-year TIP based on the Comprehensive Plan. The comprehensive plan identifies both pedestrian and bicycle priority networks, in addition to vehicular transportation network improvements. The TIP and Comprehensive Plan shall guide the development of *city projects*. *City projects* will be constructed using a combination of *City* funds and/or grant funding. The *City* will stay informed of, and will apply for, grant funding programs, especially those with a focus on complete streets and nonmotorized travel improvements. Funding agency partnerships, such as those mentioned above, are key to implementation of complete streets projects within the layered network. Low-cost *city projects* which can be achieved within existing pavement widths using temporary installations, signing and striping are continually identified and implemented by the *City*. [Ord. 16-0427 § 5.]

12.45.060 Performance measures.

The *city manager* shall report annually to the city council on *city projects* that were completed in the last year, that are planned for the coming year, and that further the vision of this complete streets ordinance. The report shall identify yearly progress in advancing the lineal feet and connectivity of the bicycle and pedestrian network. [Ord. 16-0427 § 6.]

Chapter 12.50

ROAD STANDARDS

Sections:

- 12.50.010 Adoption.
- 12.50.020 Terms.
- 12.50.030 Applicability.
- 12.50.040 Developments.
- 12.50.050 References.
- 12.50.060 Variances.
- 12.50.070 Appeals from decisions on variances.
- 12.50.150 Interpretation.
- 12.50.160 Penalties.
- 12.50.170 Severability.

12.50.010 Adoption.

A. The City of Kenmore 2021 Road Standards, along with all companion documents referenced in Section 1.03 of the *Road Standards**, are approved, adopted and incorporated herein as the City of Kenmore standards for *road* design and construction.

B. Consistent with the council's direction and intent in adopting the *Road Standards*, the *city engineer* is hereby authorized to develop public rules and make administrative changes to the *Road Standards* to better implement the *Road Standards* and as needed to stay current with changing design, environmental, and construction technology and methods. The following are examples of administrative changes:

1. De minimus changes
2. Revisions to the documents in the appendices
3. Revisions to comply with the Kenmore Municipal Code
4. Revisions related to changes to the referenced companion documents
5. Revisions to comply with state and federal law

[Ord. 21-0531 § 1 (Att. A); Ord. 16-0428 § 2 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.010).]

*Code reviser's note: The *Road Standards* and the companion documents are on file in the office of the city clerk.

12.50.020 Terms.

Terms are defined in Section 1.01 of the *Road Standards*. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.020).]

12.50.030 Applicability.

A. The *Road Standards* shall apply to all *work* relating to::

1. Privately owned roads,
2. The *right-of-way* for public and private *development*, and
3. *City projects*.

B. The *Road Standards* shall apply during emergency replacement of existing *facilities* .

C. Design detail, construction workmanship, and materials shall be in accordance with the *Road Standards* and the latest edition of the companion documents referenced in Section 1.03 of the *Road Standards*. Design and construction shall meet the applicable standards, policies, and codes, including the *Road Standards*, this code, the *City* comprehensive or master plans, as well as project specific *City*-approved geotechnical reports, traffic impact studies, drainage reports, and/or other studies, as determined by the *city engineer*.

D. *City maintenance* activities are exempted from the *Road Standards* at the discretion of the *city engineer*. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.030).]

12.50.040 Developments.

Any land *development* which is required by operation of any *City* ordinance or adopted standard to improve *roads* within, abutting, or serving the *development* shall do so in accordance with the *Road Standards*. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.040).]

12.50.050 References.

The *Road Standards* implement and are intended to be consistent with the references listed in Section 1.03 of the *Road Standards*. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.050).]

12.50.060 Variances.

A. A variance is required for any design or construction deviation from the *Road Standards* and shall be a Type 1 decision per Chapter 19.25 KMC.

B. A variance from the *Road Standards* may be granted by the *city engineer* upon evidence that the variance is in the public interest and that the requirements for safety, function, fire protection, transit needs, appearance and maintainability are fully met. The need for a variance is not assumed by the *City* to be evidence of an impractical or undesirable standard, and variances that meet these requirements are encouraged to keep the *City* at the forefront of innovative design and construction.

C. Variance requests for subdivisions shall be proposed at preliminary plat stage and prior to any public hearing. All variance requests must be reviewed by the *city engineer* prior to approval of the engineering plans for construction. Variances may be approved during construction at the *city engineer's* discretion. Variances from the *Road Standards* which do not meet the International Fire Code, as adopted by the *City*, will require approval by the *City's* fire marshal.

D. Applications for Road Variances.

1. *Applications* for proposed variances shall be written, including graphics, studies and drawings as needed to support the request, and shall include a specific description of the proposed alternative along with supporting documentation. Documentation may include, but is not limited to, a record of successful use by other agencies, or evidence of meeting criteria for quality/safety such as AASHTO and WSDOT standards.

2. The *applicant* shall indicate those sections of the *Road Standards* or this Code which are proposed for deviation.

3. Variance requests shall be on forms prescribed by the *City* and shall be accompanied by the variance review fee imposed by the city council by resolution.

E. Variances to the *Road Standards* may also be granted by the city council through a development agreement per Chapter 18.110 KMC.

F. *City projects* need not file for a formal variance request provided that all deviations from the *Road Standards* are documented and approved by the *city engineer*.

G. Road Variance Fee: The *permittee* shall pay the fees at the rates imposed by the city council by resolution. The fees shall be collected in accordance with administrative procedures developed by the *department*. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.060).]

12.50.070 Appeals from decisions on variances.

The *city engineer* shall hear administrative appeals as set forth in Section 1.04 of the *Road Standards*. The decision on appeal shall be final. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.062).]

12.50.150 Interpretation.

The *city engineer* is authorized to interpret the *Road Standards*, provide guidelines for their implementation, promulgate rules, and to resolve conflicts or inconsistencies that may arise in their interpretation or application. Any interpretation made by the *city engineer* shall be final. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 00-0096 § 8.]

12.50.160 Penalties.

Failure to comply with the *Road Standards* may result in denial of plan or permit approval, revocation of prior approvals, legal action for forfeiture of financial guarantee, code enforcement, and/or other penalties as provided by law. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.070).]

12.50.170 Severability.

If any part of the *Road Standards* is found invalid, all other parts shall remain in effect. [Ord. 21-0531 § 1 (Att. A); Ord. 15-0410 § 1 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.42.080).]

Chapter 12.55

UTILITIES ON CITY RIGHT-OF-WAY

Sections:

| | |
|-----------|---|
| 12.55.005 | General Provisions. |
| 12.55.010 | Purpose. |
| 12.55.020 | Utility permit – Required. |
| 12.55.030 | Utility permit – Application. |
| 12.55.040 | Utility permit –Fees. |
| 12.55.050 | <i>Repealed</i> |
| 12.55.060 | Utility permit – Application – Review - Form. |
| 12.55.065 | Utility Permit – Expiration/Extension. |
| 12.55.070 | Emergencies. |
| 12.55.080 | Policy on accommodation of utilities. |
| 12.55.090 | Coordination of right-of-way construction. |
| 12.55.100 | Performance guarantee required. |
| 12.55.110 | <i>Repealed.</i> |
| 12.55.115 | Insurance and Indemnification |
| 12.55.120 | Job Start Notification. |
| 12.55.130 | Enforcement. |
| 12.55.135 | <i>Repealed.</i> |
| 12.55.140 | <i>Repealed.</i> |
| 12.55.145 | Working hours and road closures. |
| 12.55.150 | Utility locates. |
| 12.55.155 | Aesthetic and scenic considerations. |
| 12.55.160 | Adjustments and relocations. |
| 12.55.165 | Facility security and safety. |
| 12.55.170 | Abandonment. |
| 12.55.175 | Right-of-way vacations. |

12.55.005 General Provisions

A. The requirements of this chapter shall apply to the installation, *replacement*, adjustment, relocation, repair, and *maintenance* of all above and below ground *facilities* within the *right-of-way*. The requirements of this chapter shall also apply to all traffic control devices placed within the *right-of-way* by *utilities* in conjunction with any *work*.

B. All *utilities* with *facilities* within the *right-of-way*, shall comply with the requirements of this chapter and with all applicable federal, state, and local laws, codes, rules and regulations.

C. If a direct conflict exists between the requirements of this chapter and the requirements established in an effective *franchise* and/or *utility* permit, then the terms of the *utility* permit shall control first followed by the *franchise* agreement and lastly by this chapter. The city manager shall make any final decisions on whether a conflict exists.

D. Compliance with this chapter does not relieve the *utility* or its representatives from the responsibility of meeting other applicable codes, standards or regulations and does not preclude the need for obtaining any pertinent federal, state, or other local permits. Identification of and compliance with other required permits and applicable regulations is the sole responsibility of the *utility* or its representative.

E. It shall be the responsibility of any *utility* installing, relocating, adjusting, repairing, maintaining, or contracting for any of those activities to comply with the requirements of this chapter. The *utility* shall be responsible for the design, construction, operation, and *maintenance* of their *facilities* and for public safety during the installation, operation, and *maintenance* of their *facilities*. This responsibility shall include, in addition to ensuring the integrity

of the proposed *facility*, provisions for public safety during the course of construction, *maintenance*, and operation for the life of the *facility*.

F. All *facility* design, construction, repair, *maintenance*, relocations, and removals shall comply with the most recently adopted *Road Standards*, the municipal code, and other codes and regulation applicable to the type of *facility*. The methods of installation and materials used shall conform to Federal, State, *City* and industry codes and standards.

G. Definitions:

1. “Abandonment” means action by a *utility* to cease operation and/or *maintenance* of a *facility* in the *right-of-way*.
2. “Appurtenance” means equipment and/or accessories which are a necessary part of an operating system or subsystem.
3. “Construction” means the construction, *maintenance*, alteration, *replacement*, or repair of any *facility*.
4. “Job start” means the date and time the *utility* begins *work* within the *right-of-way* on an approved permit.
5. “Relocation” means removal of an existing *facility* and installation of that *facility* in an alternate location.
6. “Replacement” means removal of an existing element of a system or subsystem with a like or improved element of the system or subsystem in the same location in the *right-of-way*.
7. “Third-party utility” means a *utility* that has attached its *facility* to another facility owned by a different *utility*.

12.55.010 Purpose.

The purpose of this chapter is to regulate *facilities* within the public *right-of-way* and the granting of *right-of-way utility permits*, and to ensure that *utility* construction *work* undertaken pursuant to such permits is consistent with the *applicant’s franchise* with the *City* (if applicable), the *Road Standards*, , the critical areas code, the *City* comprehensive plan, sound engineering and design standards, health and sanitation regulations, and *City* safety standards. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.010).]

12.55.020 Utility permit – Required.

A. All *construction* performed by *utilities* or by their representatives within the *right-of-way* shall be required to obtain a *right-of-way utility permit* issued by the *City*. *Construction* undertaken as a direct result of a *city project* and where the *utility* has entered into a contract agreement with the *City* for said *construction* shall be exempt from this requirement.

B. *Right-of-way utility permits* for the construction of *facilities* within the *right-or-way* shall be applied for and given in the name of the *utility*, or the *utility’s* representative if authorized by the *City*. The *utility* shall be responsible for all *work* done under the *permit*, including but not limited to, paving, patching, grading, and any other necessary repair or *restoration* to the *right-of-way* and any impacted private property. The *utility* shall be responsible for all *work* performed by the *utility*, its *contractors* or by other third parties.

C. Any *work* performed on private property or within a critical area may require additional *permits*, reviews, and/or approvals by the *City* or other agencies. *Utilities* shall be responsible for determining and obtaining all required permits/approvals prior to starting *work*.

D. An annual permit for all *facility maintenance* activities within the *right-of-way* which do not include ground disturbances may be approved for *utilities* with a *franchise* in lieu of a *right-of-way utility permit* to maintain each *facility*.

1. If an annual permit is not on file, *utilities* will be required to submit for a *right-of-way utility permit* for each and all *maintenance* activities within the *right-of-way* for every *facility*.
2. Failure to obtain a permit shall be subject to a fine as set forth in KMC 12.55.130 for each instance *maintenance* activities are performed in the *right-of-way* without a permit.

3. The *city manager* shall have the discretion to determine what activities qualify under an annual permit and has the authority to adopt rules identifying the activities and criteria for said permit.

12.55.030 Utility permit – Application.

A. *Applications* for all *right-of-way utility permits* shall be submitted, in writing, to the *City* on forms provided by the *department*. The *application* shall contain the information deemed necessary by the *department*, including, but not limited to, plans and specifications.

B. *Applications* for which no *permit* is issued within 12 months following the date of *application* submittal shall expire, and the plans and other data submitted for permit review may be returned to the *applicant* or destroyed in accordance with State law.

C. *Applications* may be canceled for inactivity, if an *applicant* fails to respond to the *department's* written request for revisions, corrections, actions or additional information within 90 days of the date of request. The *city manager* may extend the response period beyond 90 days if within the original 90-day time period the *applicant* provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the *department*.

D. The *city manager* may extend the life of an *application* for any of the following reasons:

1. Compliance with the State Environmental Policy Act is in progress; or
2. Any other *City* review is in progress; provided, that the *applicant* has submitted a complete response to *City* requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final *City* decision; or
3. Litigation against the *City* or *applicant* is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application.
4. At the sole discretion of the *city manager* when there have been newly adopted codes, fees, ordinances, standards, or laws which directly affect the application. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.030).]

12.55.040 Utility permit –Fees.

A. Each *application* requires fees, imposed by the city council by resolution, payable to the *City* for the administrative costs and expenses of processing the *application* and for other functions necessary for the approval and use of the *permit*. These fees shall be equal to the administrative costs of approving the *permit*, including but not limited to preparing the *permit*, review, processing, coordinating review with other departments, preparing environmental documents, inspection, etc. Additional fees shall be imposed as noted below. All fees shall be paid as required in accordance with the most current fee schedule established by the city council. Fees shall be collected in accordance with the administrative procedures developed by the *department*.

B. *Application fee*: This fee will be billed at the rate in effect at the time the application is received and covers all administrative costs necessary to receive, process, coordinate, and invoice for each *application* received. The fee shall cover up to 3 submittals (the original submittal and 2 revisions). Subsequent revisions may be subject to a new *application* fee in effect at the time the revision is received.

C. *Review fee*: This fee will be billed at the hourly rate in effect at the time of the review and covers all costs necessary in the review of a *permit*.

D. *Inspection fee*: This fee will be billed at the hourly rate in effect at the time of the inspection and covers all costs necessary in the inspection and approval of *work* for all approved *applications*.

E. *Accelerated job start fee*: At the request of the *utility*, a *job start* request with less than the required notice may be approved. If approved, a fee shall be charged for each request and each permit. Any *work* performed after submission of a *job start* request but before written confirmation by the *City* shall be subject to an accelerated job

start fee. Any *work* performed without written confirmation of a *job start* on an approved *permit* shall be subject to a job start fee.

F. After hours work fee: *Work* on an approved permit performed within the *right-of-way* outside of regular work hours shall be subject to a fee of one and a half times the inspection fee. Regular work hours are 7:00am to 4:00pm, Monday thru Friday. *Work* performed on an approved permit on Saturday or Sunday or between the hours of 4:00pm to 7:00am Monday thru Friday will be subject to a 4-hour minimum charge. With the exception of an emergency, no *work* will be allowed on *City* observed holidays unless approved by the *city manager*.

H: Permit extension fee: Each extension of an active *permit* approved by the *City*.

[Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.040).]

12.55.050 Inspection fee.

Repealed [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 02-0139 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.045).]

12.55.060 Utility permit – Application – Review - Form.

A. The *department* shall review *right-of-way utility permit applications* and shall determine whether the proposed *work* is consistent with the *applicant's franchise* with the *City* (if applicable), the KMC, and the *Road Standards*.

B. The *department* shall review and evaluate *applications* in respect to the hazard and risk of the proposed construction, location of the proposed construction in relation to other *facilities* in the *right-of-way* and the adequacy of the engineering and design of the proposed *facility* as it relates to the safety and operation of the *right-of-way*.

C. The *utility* shall submit traffic control plans as needed for review. The *department* shall review the plans for compliance with the most recent Manual on Uniform Traffic Control Devices, site safety, the *Road Standards* and applicability to existing site conditions.

D. The *department* shall determine if the *application* meets the requirements identified in this section. If the *application* meets the requirements the *department* may issue the utility permit, subject to conditions consistent with KMC 12.55.060.E, and if the *work* does not conflict with a *city project* as determined by the *city manager*. If the *application* is not consistent with the requirements identified in this section, the *department* may deny the utility permit.

E. The *right-of-way utility permit* granted shall be in a form approved by and be made subject to all terms and conditions imposed by the *department* and shall also include conditions of approval consistent with the requirements of Chapter 12.05 KMC, General Provisions. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.050).]

12.55.065 Utility permit – Expiration/Extension.

A. *Right-of-way utility permits* shall expire 6 months from the date of issuance. Permits may be extended an additional 6 months from the date of expiration at the discretion of the *city manager* as long as no changes have been made to the originally approved plans and no new development standards have been adopted. Permits that have been expired longer than 6 months will require a new permit application, review, and associated fees. At the *city manager's* discretion, permits may be extended beyond the 6-month extension period if one of the following circumstances applies:

1. Compliance with the State Environmental Policy Act is in progress;
2. Any other *City* review is in progress; provided, that the *applicant* has submitted a complete response to *City* requests, or the *city manager* determines that unique or unusual circumstances exist that warrant additional time for such response, and the *city manager* determines that the review is proceeding in a timely manner toward final *City* decision;
3. Litigation against the *City* or *applicant* is in progress, the outcome of which may affect the validity, or the provisions of any permit issued pursuant to such application;

4. At the sole discretion of the *city manager* when there have been newly adopted codes, fees, ordinances, standards, or laws which directly affect the application; or

5. At the sole discretion of the *city manager* that an extension would be in the interest of the public's welfare.

B. Annual *maintenance* permits shall expire at midnight on the 31st day of December of the issuing year.

C. 30 days after the expiration of a *permit* (or extensions as applicable), *work* that is not completed as required by the *permit* will be considered delinquent and *restoration* of the *right-of-way* may be completed by the *City*. Any cost associated with completing the permitted *work* shall be charged to and paid by the *applicant*. If no *work* has been performed under the *permit*, the *permit* shall be closed and the *applicant* will need to submit a new application.

12.55.070 Emergencies .

Work may be performed before a *permit* is issued in emergency situations. In these situations, the *City* will require the *utility* to submit for a *right-of-way utility permit* within 1 business day after *work* is performed or in the case of an extended emergency situation, as soon thereafter as practical. Emergency situations occur when:

A. The *utility* has determined, with *City* concurrence, that emergency work is necessary to address a public health or safety hazard;

B. The *city manager* has determined that the proposed *work* is necessary to address actual or imminent damage to the *right-of-way*, *facilities*, *City property*, or to address health or safety hazards to the public; or

C. When an outage has occurred due to forces outside of the *utility's* control. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.055).]

12.55.080 Policy on accommodation of utilities.

Standards of Installation: The *Road Standards* establishes the *City* standards for *facility* location, installation, *maintenance*, and *relocations* with the *right-of-way*. For installations on bridges, *facilities* shall be located so as to not impact existing operations above and below the bridge. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.060).]

12.55.090 Coordination of right-of-way construction.

A. The *applicant*, at the time of submitting an *application* for a *right-of-way utility permit*, shall notify all other public and private *utility* entities known to be using or proposing to use the same *right-of-way* of the *applicant's* proposed construction and the proposed timing of such construction. Any such entity so notified may, within seven days of such notification, request a delay in the commencement of such proposed construction for the purpose of coordinating other *right-of-way* construction with that proposed by the *applicant*.

B. The *City* shall coordinate the approval of *right-of-way utility permits* with *city projects* and may delay the commencement date for the *applicant's* construction for 180 days or less, except in the case of emergencies, if it finds that such delay will reduce the inconvenience to *road* users from construction activities, if it finds that such delay will not create undue economic hardship on the *applicant*, or if it finds that such delay will allow the *City* to install conduit for future *facility* installations.

C. The *utility* shall coordinate with *WSDOT* on all *utility work* within the SR 522 *right-of-way* or if the work impacts a traffic signal within one *City* block of SR 522.

D. At the *city manager's* discretion, the *utility* shall coordinate with Northshore School District on all *work* that will occur along any identified school walk routes, school bus routes, or student pick up/drop off locations.

E. The *utility* shall coordinate with King County Metro and Sound Transit on all *right-of-way utility permits* issued along bus routes.

F. The *City* shall review all *right-of-way utility permit applications* for underground projects 1,000 feet or longer to determine, within 15 business days, whether the installation of conduit may be needed for the future installation of fiber optic cable to connect *City* or other public *facilities*.

G. Failure to coordinate with the respective agencies identified in this Section may result in a suspension or revocation of the approved permit. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.070).]

12.55.100 Performance guarantee required.

Performance guarantees may be required for *utilities* for *work* in the *right-of-way*, at the discretion of the *city manager*. Prior to final approval of all *right-of-way utility permits*, the *department* shall determine the amount of the performance guarantee necessary to assure compliance with the approved construction plans, applicable State and local health and sanitation regulations, *City* standards, and to assure proper *restoration* of the *right-of-way* and the health and safety of the users of the *right-of-way*. If required, the *applicant* shall submit the financial guarantee consistent with the provisions of KMC Title 21. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.080).]

12.55.110 Construction permit – Form.

12.55.115 Insurance and Indemnification.

Utilities without a *franchise* with the *City* shall be required to provide insurance and indemnification to the *City*. Insurance and indemnification requirements shall be consistent with the requirements of KMC 12.35.110. Coverage term of insurance shall be for a minimum of 6 months and shall cover all *work* performed within that coverage period.

12.55.120 Job start notification.

The *permittee* shall give written notice of the date of commencement of construction to the *City* per the *department* administrative policies. Additional notifications shall be given to the district fire marshal and Northshore Utility District for *work* that may interrupt water supply and to Northshore School District where *work* may impact school district activities. Failure to give such notice is grounds for the revocation or suspension of the permit. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.100).]

12.55.130 Enforcement.

The *city manager* is authorized to enforce the provisions of this chapter, the ordinances codified in it, and any rules and regulations adopted hereunder pursuant to the following:

- A. Activities performed in the *right-of-way* without a *permit* shall be fined \$1,000 per day per each occurrence;
- B. Lane/road closures that occur outside of the permitted closure hours or without prior approval from the *city manager* shall be fined \$500 per day, per permit for each day a violation occurs. Repeat occurrences may result in revocation of the permit.
- C. Where a *relocation* is required for a *city project* per KMC 12.55.160, daily penalties shall be determined by the *City* and shall include the daily financial impacts to the *city project* including but not limited to the total daily impact cost to the *contractor*, daily engineering and daily inspection services needed as determined by the *City*, and *City* staff cost (including overhead) as a result of a *utility's* failure to meet the *City's relocation* requirements.
- D. *Facility relocation* required for a *utility driven relocation* shall be fined \$500 per day per each individual location as a result of not relocating as required by this chapter. [Ord. 11-0330 § 1 (Exh. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.110).]

12.55.135 Productivity and customer service report.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2 (KCC 14.44.115).]

12.55.140 Severability.

Repealed by Ord. 11-0330. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.44.120).]

12.55.145 Working hours and road closures.

Working hours shall comply with Chapter 8.05 KMC unless otherwise approved by the *city manager*. Road closures, partial or otherwise, shall not be permitted unless otherwise approved by the *city manager*.

12.55.150 Utility locates.

All *utilities* shall be responsible for locating their own *facilities* whether above ground or underground and whether active or abandoned. All underground *facilities* shall be located both horizontally and vertically in relation to the existing finished road elevation. Vertical locates shall be performed within 60 calendar days of notice by the *City* unless otherwise approved by the *city manager*. If vertical locates are not performed by the time prescribed by the *City*, the *City* shall assume the *facilities* are in conflict and will require *relocation* per KMC 12.55.160.

12.55.155 Aesthetic and scenic considerations.

A. *Facility* installations shall be designed and constructed to minimize the adverse effect on existing *right-of-way*, manmade or natural amenities. Special efforts shall be taken to minimize any potential negative impact on areas of scenic beauty such as viewpoints, recreation areas, public parks, and historic sites.

B. Overhead *facilities* shall be permitted in areas of scenic beauty only when underground locations are not technically feasible, unreasonably costly, or less desirable from the standpoint of aesthetics.

C. Overhead *facilities* shall take into consideration existing trees and future growth. *Facilities* shall be located to avoid or minimize branch trimming, root pruning, or other damage to existing trees.

D. Areas of scenic beauty shall be determined by the *city manager*.

12.55.160 Adjustments and relocations.

A. *Utilities* shall be responsible, at no expense to the *City*, to repair, remove or relocate all existing *facilities* within the *right-of-way* if such installation, repair, removal, or *relocation* is required by the *City* for any purpose, including, but not limited to, conflicts with a *city project*, *City maintenance* and operation, public safety, scenic beauty, *utility*- driven *relocations* or replacements.

B. *Utility*-driven relocations: In the event of a pole *relocation* or replacement, all *utilities* using the original pole shall transfer to the new pole within 30 calendar days of the notification to relocate. The *utility* pole owner shall be responsible for the coordination of and providing notice to any *third-party utilities* for the transfer of their respective *facilities*. The *City* may provide the 30-day relocation notice at the *city manager's* discretion. Failure to relocate *facilities* as required by this section shall be enforced by the *department* by issuance of daily fines per KMC 12.55.130.D.

C. *Facilities* shall be relocated as directed by the *City* that conflict with *city projects*, as determined by the *city engineer*. The *utility* shall relocate its *facilities* within 120 calendar days from written notice by the *City* to relocate. *Facilities* shall be relocated in the time frame required under this section. The 120 days shall not be extended for any reason unless provided for in any written agreement. Failure to relocate *facilities* as required by this section shall be enforced by the *department* by issuance of daily fines per KMC 12.55.130.C.

12.55.165 Facility security and safety.

Notwithstanding reinforcement or protection otherwise provided, a *utility* shall be responsible for the security and safety of any *facility* within the *right-of-way*. Where there are construction hazards or where heavy construction equipment will be used, the *utility* shall provide adequate temporary protection as determined by the *department*. Construction of *facilities* shall be performed in such a manner as to provide a safe passage within the *right-of-way*. In restoring the *right-of-way*, the *utility* shall give due consideration to the protection of previously placed *facilities* in the *right-of-way* without impacting the safe and efficient operation of the *right-of-way*.

12.55.170 Abandonment.

In general, all abandoned *facilities* shall be removed from the *right-of-way* once decommissioned. The *utility* shall submit a plan to ensure the safe decommissioning of the *facility*. The *department* may hire consultants to review the submitted plan and the *utility* shall pay all costs of said review. the *city manager* may approve the request to

abandon *facilities* in place if deemed to be safe and consistent with the *City's* future use of the *right-of-way*. All abandoned *facilities* shall remain the property of the *utility* and shall be maintained and/or removed, to prevent damage to the *right-of-way* or to the public. If at any time, the *City* requires removal of the abandoned *facility*, the *utility* shall do so in accordance with KMC 12.55.160.

12.55.175 Right-of-way vacations.

If at any time the *City*, in accordance with Chapter 12.95 KMC, vacates the *right-of-way* or any portion therein, the *City* will not be liable for any damages or loss to a *utility* by reason of such vacation. When a *right-of-way* is vacated, it ceases to be a *City right-of-way* and the *utility's* authority from the *City* to have its *facilities* within such *right-of-way* is extinguished. The *City* will use its best efforts to notify any *utility* that may have *facilities* within the *right-of-way* to be vacated to allow the *utility* an opportunity to negotiate an easement for its *facilities*.

Chapter 12.58

WIRELESS COMMUNICATION FACILITIES WITHIN CITY RIGHTS-OF-WAY

Sections:

- 12.58.010 Purpose.
- 12.58.020 *Repealed.*
- 12.58.030 Exemptions.
- 12.58.040 Grant of authority – Right-of-way use agreement required.
- 12.58.050 Grant of authority – Effective period.
- 12.58.060 Application – Contents.
- 12.58.070 Application review.
- 12.58.080 Application review and inspection fees.
- 12.58.090 Annual compensation for use of right-of-way.
- 12.58.100 Insurance requirements.
- 12.58.110 Liquidated damages.
- 12.58.120 Liability and indemnification.
- 12.58.130 *Repealed.*
- 12.58.140 Aesthetic and scenic considerations.
- 12.58.150 Adjustments and relocations.
- 12.55.165 Facility security and safety.
- 12.55.170 Abandonment.

12.58.010 Purpose.

The purpose of this chapter is to grant, through *right-of-way use agreements*, authority for the placement of *wireless communication facilities* within the *rights-of-way* and to establish standards for *right-of-way use agreements* which:

- A. Compensate the *City* for the value of the use of the *right-of-way* by *wireless communication providers*; and
- B. Reimburse the *City* for ongoing costs associated with those uses of the *right-of-way*; and
- C. Encourage competition by establishing consistent terms and conditions under which *wireless communication providers* may use valuable public property to serve the public; and
- D. Fully protect the public and the *City* from any harm that may flow from such private use of the *right-of-way*; and
- E. Protect and carry out the authority of the *City* over activities in the *right-of-way*, while recovering costs; and
- F. Allow the *City* to exercise its stewardship responsibilities with regard to the *right-of-way* in a manner consistent with all applicable *City* policies and codes, including but not limited to the zoning code, the *City* comprehensive plan, and the *Road Standards*; and
- G. Otherwise protect the public interests in the development and use of the *right-of-way* infrastructure and in preserving and improving the aesthetics of the community. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.010).]

12.58.020 Definitions.

Repealed

12.58.030 Exemptions.

The following *wireless communication facilities* are not subject to the provisions of this chapter:

- A. *Facilities* located or constructed by the *City*;

B. *Facilities* located or constructed by emergency services within the *City* as approved by the *city manager*; or

. [Ord. 16-0426 § 9 (Att. G); Ord. 05-0228 § 2; Ord. 03-0180 §§ 1, 2; (KCC 14.45.030).]

12.58.040 Grant of authority – Right-of-way use agreement required.

Wireless communication facilities shall only be located or constructed within the *right-of-way* after a *right-of-way use agreement* is approved by the *city manager*. Prior to approving the agreement, the *City* shall ensure that the proposed *facility* is located, designed and proposed to be constructed in a manner that complies with all applicable *City* policies and codes, including but not limited to the provisions of KMC Title 18, Zoning, the *City* comprehensive plan, the *Road Standards*, and per Chapter 12.55 KMC. Furthermore, the *right-of-way use agreement* shall only allow placement of *wireless communication facilities* on improved and maintained *rights-of-way*. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.040).]

12.58.050 Grant of authority – Effective period.

The *right-of-way use agreement* constitutes authorization for the *applicant* to use the *right-of-way* at the location specified in the agreement for no more than 10 years. One request for an extension may be approved for up to two years at the discretion of the *city manager*. Failure to comply with the terms and conditions of the *right-of-way use agreement*, including payment of required annual compensation, is cause for revoking the agreement. The agreement holder shall remove *facilities* authorized by the agreement from the *right-of-way* upon termination or expiration of the agreement, unless renewed, or upon revocation of the agreement for cause. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.050).]

12.58.060 Application – Contents.

A. The *City* shall not commence review of any *application* set forth in this chapter until the *applicant* has submitted the following:

1. An *application* form provided by the *City* and completed by the *applicant*;
2. The name of the *applicant* and a designated contact person;
3. Plans and specifications for any structures, antenna or other equipment to be placed in the *right-of-way* or, if applicable, on *abutting property*;
4. A vicinity map showing the specific location of *right-of-way* subject to the *application*;
5. When structures and equipment are to be located on *abutting properties*:
 - a. A site plan illustrating the relationship to property lines and other structures on the site;
 - b. Legal description of the site *abutting property*; and
 - c. Proof that the *abutting property* is a legally recognized lot pursuant to KMC Title 17;
6. A critical areas affidavit if required by Chapter 18.55 KMC; and
7. A completed environmental checklist, if required by Chapter 19.35 KMC.

B. The *applicant* shall attest by written oath to the accuracy of all information submitted for an *application*. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.060).]

12.58.070 Application review.

A. The *department* shall coordinate review and inspection of the *application* for a *right-of-way use agreement* and, to the extent required, any zoning approvals, building permits and environmental review under the State Environmental Policy Act, as follows:

B. The *department* shall review and evaluate *applications* with respect to the hazard and risk of the proposed construction and location of the proposed construction in relation to other *facilities* in the *right-of-way*.

C. The *City* shall review and evaluate all *applications* to determine consistency with respect to the standards and requirements of Chapter 18.60 KMC and KMC Title 21. The *City* shall also be the lead agency for purposes of any environmental review required under Chapter 19.35 KMC. [Ord. 16-0426 § 9 (Att. G); Ord. 11-0329 § 6; Ord. 03-0180 §§ 1, 2; (KCC 14.45.070).]

12.58.080 Application, review, and inspection fees.

The *applicant* shall pay the fees imposed by the city council by resolution, payable to the *City* for the administrative costs and expenses of processing the *application* and for other functions necessary for the approval and use of permits and the agreement. These fees shall be equal to the administrative costs of approving the agreement, including but not limited to preparing the permit for construction, review, processing, coordinating review with other departments, preparing environmental documents, inspection, agreement preparation, legal review, etc. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; Ord. 02-0139 § 1; (KCC 14.45.080).]

12.58.090 Annual compensation for use of right-of-way.

A. In consideration for continuing use of the *rights-of-way*, the agreement holder shall annually pay compensation to the *City* in an amount approved by the city council by resolution.

B. For the purpose of this section, “replacement pole” means a new pole replacing an existing pole in the *right-of-way* with no increase in the total number of poles in the *right-of-way*. Replacement poles provide extra capacity to support attached *wireless communication facilities*.

C. Payments of required compensation shall be paid to the *City* and are due upon the signing of the agreement, prorated to the end of the year, and the first of January every year thereafter.

D. All use payments prescribed by subsection A of this section shall be automatically escalated annually for the change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (“CPI-U”) for the Seattle Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the county shall be used to calculate the adjusted amounts. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; Ord. 02-0139 § 1; (KCC 14.45.090).]

12.58.100 Insurance requirements.

A. For any *right-of-way use agreement*, the agreement holder must carry commercial general liability, automobile liability and stop gap or employers liability coverage, each in minimum limits of not less than \$2,000,000, in an amount approved by the *city manager*. All policies must provide endorsements naming the *City* as an additional named insured.

B. All policies shall be placed with insurers having a Bests’ rating of no less than A:VIII or, if not rated by Bests, with surpluses equivalent to or greater than Bests’ A:VIII rating. The agreement holder shall send copies of certificates, endorsements or other adequate evidence of compliance with this section to the *City* prior to the *City*’s execution of the agreement. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.100).]

12.58.110 Liquidated damages.

All *right-of-way use agreements* may provide for liquidated damages to compensate the *City* for harm caused by violation of an agreement or this chapter, or any applicable law in an amount which is a reasonable forecast of just compensation for the harm caused by the violation but no less than \$250.00 per day for each day the violation occurs. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.110).]

12.58.120 Liability and indemnification.

A. All *right-of-way use agreements* shall contain the following provision: the holder of agreement shall have no recourse whatsoever against the *City* or its officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the agreement, or KMC Title 21 because of the enforcement of the agreement, or KMC Title 21 except if such loss, costs, expenses or damages are the result of the sole negligence or misconduct on the part of the *City* or its agents.

B. All *right-of-way use agreements* shall contain the following provision: to the extent permitted by law, the holder of the agreement shall, at its sole cost and expense, indemnify, hold harmless, and defend the *City* and its officers, boards, commissions, agents and employees, against any and all claims, including but not limited to third-party claims, suits, causes of action, proceedings and judgments for damages or equitable relief arising out of the construction, repair, *maintenance* or operation of its *wireless communication facilities*, or in any way arising out of the agreement holder's enjoyment or exercise of the *right-of-way use agreement* granted pursuant, or otherwise subject to KMC Title 21, regardless of whether the act or omission complained of is authorized, allowed or prohibited by KMC Title 21 or an agreement. This provision includes, but is not limited to, expenses for reasonable legal fees and for disbursements and liabilities assumed by the *City* as follows:

1. To persons or property, in any way arising out of or through the acts or omissions of the agreement, its officers, employees, or agents or to which the agreement holder's negligence shall in any way contribute;
2. Arising out of an agreement holder's failure to comply with the provisions of any federal, State or local statute, ordinance, rule, or regulation applicable to the agreement holder.

C. The *City* shall give the agreement holder 30 calendar days' written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by KMC Title 21. In the event any such claim arises, the *City* or any other indemnified party shall tender the defense thereof to the permit and the agreement holder shall have the right to defend, settle, or compromise any claims arising hereunder and the *City* shall cooperate fully therein. [Ord. 16-0426 § 9 (Att. G); Ord. 03-0180 §§ 1, 2; (KCC 14.45.120).]

12.58.130 Antenna and equipment cabinets/buildings abutting residential zones.

Repealed by Ord. 16-0426. [Ord. 03-0180 §§ 1, 2; (KCC 14.45.130).]

12.58.140 Aesthetic and scenic considerations.

A. *Facility* installations shall be designed and constructed to minimize the adverse effect on existing *right-of-way*, manmade or natural amenities. Special efforts shall be taken to minimize any potential negative impact on areas of scenic beauty such as viewpoints, recreation areas, public parks, and historic sites. *Facility* designs shall be in accordance with Chapter 18.60 KMC.

B. Overhead *facilities* shall take into consideration existing trees and future growth. *Facilities* shall be located to avoid or minimize branch trimming, root pruning, or other damage to existing trees.

12.58.150 Adjustments and relocations.

A. The *utility* shall be responsible, at no expense to the *City*, to repair, remove or relocate all existing *facilities* within the *right-of-way* if such installation, repair, removal, or *relocation* is required by the *City* for any purpose, including, but not limited, conflicts with a *city project*, *City maintenance* and operation, public safety, pole *relocations* or replacements.

B. *Utility* driven relocations: In the event of a *relocation* or replacement, all *utilities* using the original structure shall transfer to the new structure within 120 calendar days of the new structure installation. The *utility* initiating the *relocation*/replacement shall be responsible for the coordination of and providing a minimum of 90 calendar day notice to any other third-party *Utilities* for the transfer of their respective *facilities*.

C. *Facilities* that conflict with *city projects* shall be relocated as directed by the *City*. *Facilities* shall be relocated in the time frame required by the *right-of-way use agreement*.

D. Failure to relocate *facilities* as required by this section shall be considered a breach of agreement and may result in termination of the agreement and shall be subject to enforcement and the penalties set for in KMC 12.55.130.

12.58.165 Facility security and safety.

Notwithstanding reinforcement or protection otherwise provided, a *utility* shall be responsible for the safety and security of any existing *facility* within the *right-of-way*. Where there are construction hazards or where heavy construction equipment will be used, the *utility* shall provide adequate temporary protection. Construction of *facilities* shall be performed in such a manner as to provide a safe passage within the *right-of-way*. In restoring the

right-of-way, the *utility* shall protect existing *facilities* in the *right-of-way* without impacting the safe and efficient operation of the *road*.

12.58.170 Abandonment.

All abandoned *facilities* shall be removed by the agreement holder from the *right-of-way* within 30 days of being decommissioned by the *utility*.

Chapter 12.60

PUBLIC AND PRIVATE UTILITIES ON REAL PROPERTY

Sections:

- 12.60.010 Purpose.
- 12.60.020 Permit – Required – Exceptions.
- 12.60.030 Permit – Issuance authority – Use.
- 12.60.040 Permit – Privilege limitations.
- 12.60.050 Permit – Compliance with applicable provisions.
- 12.60.060 Permit – Terms and conditions.
- 12.60.070 Permit – Application – Required information.
- 12.60.090 Permit – Review .
- 12.60.095 Grant of authority.
- 12.60.098 Grant of authority – Effective period.
- 12.60.100 Financial guarantee requirements.
- 12.60.110 Notice of proposed use and commencement – Departmental coordination of permit approval.
- 12.60.120 Notice to agencies of construction date.
- 12.60.130 Permit revocation.
- 12.60.140 Termination of privileges – Assessment.
- 12.60.150 Enforcement.
- 12.60.160 Rights reserved to City – Conformance and payment of cost required.
- 12.60.170 Rule and regulation promulgation.
- 12.60.180 Severability.
- 12.60.190 Application, review, and inspection fees.
- 12.60.200 Annual compensation for use of real property.

12.60.010 Purpose.

The purpose of this chapter shall be to authorize and regulate the issuance of permits for the accommodation of public and private *facilities*, and other related uses upon the *City*-owned real property which is not dedicated as *right-of-way* and to ensure that privileges authorized by the permits are consistent with public ownership of the property, the *City* comprehensive plan, the critical areas code, sound engineering and design standards, and health and sanitation regulations. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.010).]

12.60.020 Permit – Required – Exceptions.

All *work* performed upon, along, over, under or across any public place in the *City* shall require a *special use permit* to be issued by the *City*; provided, that *work* undertaken by the *City* or under contract to the *City* shall be exempted from this requirement. *Work* includes, but is not limited to, construction and *maintenance* of waterworks, gas pipes, telephone, telegraph and electric lines, sewers, cable television, *wireless* communications, petroleum products and any other such public and private *facilities*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.020).]

12.60.030 Permit – Issuance authority – Use.

The *City* is authorized to issue revocable permits for all *work* and other related uses upon, along, over, under or across any public place in the *City*. The permits shall be used to authorize an act or series of acts on *City*-owned real property which is not dedicated as *right-of-way*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.030).]

12.60.040 Permit – Privilege limitations.

The permits shall not be construed to convey any vested right in the property. The permits grant only a personal and revocable privilege and license to do one or more acts on the property without possessing any interest in the property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.040).]

12.60.050 Permit – Compliance with applicable provisions.

The issuance of permits authorized in this chapter does not relieve or release the *permittee* from complying with other applicable statutes, ordinances, restrictions, regulations, rules or obligations in connection with the *permittee's* proposed use of the property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.050).]

12.60.060 Permit – Terms and conditions.

The *permits* shall be subject to all terms, conditions and restrictions, imposed by the department responsible for the management of the property to be affected, deemed necessary to preserve all characteristics consistent with public ownership. The general and specific terms, conditions and restrictions of the *permits* will vary according to, but not limited to, the following:

- A. The property interest owned by the *City*;
- B. All federal, State or local restrictions placed on the use of the property;
- C. The purpose for acquiring the property;
- D. Plans for the future development of the property;
- E. The *applicant's* proposed use of the property; and
- F. The individual characteristics of the property. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.060).]

12.60.070 Permit – Application – Required information.

Applications for all *permits* shall be submitted, in writing, to the *City*. The *application* shall contain whatever information, including plans and specifications, the *City* shall require. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.070).]

12.60.090 Permit – Review.

- A. The *City* shall review *applications* for compliance with all City codes, plans, and *Road Standards*. *Work* within *City* parks shall be reviewed for consistency with the *City's* most current Parks, Recreation, and Open Space Plan.
- B. The department responsible for the management and maintenance of the property to be affected shall review and evaluate *applications* with respect to the hazard and risk of the proposed construction or use, location of the proposed construction or use in relation to other *facilities* and infrastructure using the property, the adequacy of the engineering and design of the proposed construction or use, and applicable Federal, State, County and local laws and regulations.
- C. If applicable, the district fire marshal and/or utility district shall review and evaluate *applications* for the construction of waterworks to determine consistency with standards for water mains and fire hydrants.
- D. The *City* shall review *applications* for compliance with critical area regulation issues and shall be responsible for assuring that any *application* meets the requirements of the critical areas code set out in Chapter 18.55 KMC and the administrative rules promulgated thereunder before the permit is issued.
- E. Additional permitting may be required by other agencies. The *applicant* shall be responsible for securing all necessary permits not issued by the *City*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.090).]

12.60.095 Grant of authority.

Facilities shall only be located or constructed on real property after a use agreement is approved at the discretion of the *city manager*. Prior to approving the agreement, the *City* shall ensure that the proposed *facility* is located, designed and proposed to be constructed in a manner that complies with all applicable *City* policies and codes, including but not limited to the provisions of KMC Title 18, Zoning, the *City* comprehensive plan, and other sections of KMC as applicable.

12.60.098 Grant of authority – Effective period.

The use agreement constitutes authorization for the *applicant* to use the city property at the location specified in the agreement for no more than 10 years. Extensions may be approved at the discretion of the *city manager*. Failure to comply with the terms and conditions of the use agreement, including payment of required annual compensation, is cause for revoking of the use agreement. The agreement holder shall remove *facilities* authorized by the agreement from the *city property* upon the termination or expiration of the agreement, unless renewed, or upon revocation of the agreement for cause.

12.60.100 Financial guarantee requirements.

Prior to final approval of all permits, the *department* shall determine the amount of the performance guarantee necessary to assure compliance with approved construction plans, applicable State and local health and sanitation regulations, standards for water mains and fire hydrants, and to assure proper *restoration* of the property and the health and safety of the users of the property. The *applicant* shall submit the financial guarantee consistent with the provisions of KMC Title 21. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.100).]

12.60.110 Notice of proposed use and commencement – Departmental coordination of permit approval.

A. The *applicant*, at the time of submitting an *application* for a permit, shall notify all public and private *utility* entities known to be using or proposing to use the same public place of the *applicant's* proposed use and the proposed timing of any construction. Any such entity notified may, within seven days of such notification, request a delay in the commencement of any proposed construction for the purpose of coordinating other construction work on the property with that proposed by the *applicant*. The *City* may delay the commencement date for the *applicant's* construction work on the property for 90 days or less if it finds that such delay will reduce the inconvenience to the public from construction activities, and it finds that such delay will not create undue economic hardship on the *applicant*.

B. The *City* shall also coordinate the approval of *permits* with the department responsible for the management and maintenance of the property to be affected and may delay the commencement date for the *applicant's* construction work for 180 days or less upon making the findings described in subsection (A) of this section. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.110).]

12.60.120 Notice to agencies of construction date.

The *permittee* is required to give written notice of the date construction will begin to the following agencies: the *department* responsible for the management and maintenance of the property to be affected; Northshore Utility District for construction of waterworks; the fire marshal for construction of waterworks. Failure to give such notice is grounds for the revocation or suspension of the permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.120).]

12.60.130 Permit revocation.

Any permit issued by the authority of this chapter shall be revocable at any time that the *department* responsible for the management and maintenance of the property affected shall determine that the public health, safety, general welfare, or public use requires such revocation, and the right to revoke is expressly reserved to the *City*. At a reasonable time prior to action upon such revocation or proposed revocation, opportunity shall be afforded to the *permittee* to present for consideration action or actions alternative to the revocation of such permit. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.130).]

12.60.140 Termination of privileges – Assessment.

All privileges granted by the use agreement shall automatically terminate at such time as the *permittee* ceases to use the property and any *facilities* authorized by the agreement. The *permittee* may terminate the agreement by written notice to the *city manager*. Upon revocation, termination or abandonment of any agreement, the *permittee* shall remove at the *permittee's* expense all *facilities* placed on such property by the *permittee* and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the *facilities*, as noted in the agreement, or to a condition which is satisfactory to the *City*. If the *permittee* has not accomplished removal and *restoration* at the end of a 90-day period following the effective date of revocation, termination or *abandonment*, the *City* may accomplish all of the necessary work and charge all costs related to said work to the *permittee*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.140).]

12.60.150 Enforcement.

In addition to other enforcement powers and not in limitation thereto, the *city manager* is authorized to enforce the provisions of this chapter, and any rules and regulations adopted thereunder pursuant to the enforcement and penalty provisions of Chapter 1.20 KMC. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.150).]

12.60.160 Rights reserved to City – Conformance and payment of cost required.

The *City* reserves the sole right to use, occupy and enjoy its property for such purposes as it desires and deems fit, including, but not limited, to constructing or installing structures and *facilities* on the property, or developing, improving, repairing, *maintaining* or altering the property. The *permittee* upon written notice will, at the *permittee's* own expense, remove, repair, relocate, change or reconstruct *facilities* to conform with the plans of *work* contemplated or ordered by the *City* according to a time schedule contained in the written notice. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.160).]

12.60.170 Rule and regulation promulgation.

The *city manager* may promulgate any rules and regulations necessary for the operation of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.170).]

12.60.180 Severability.

If any provision of this chapter or its *application* to any person or circumstances is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this chapter. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.46.180).]

12.60.190 Application, review, and inspection fees.

Each *application* requires fees, imposed by the city council by resolution, payable to the *City* for the administrative costs and expenses of processing the *application* and for other functions necessary for the approval and use of permits and the agreement. These fees shall be equal to the administrative costs of approving the agreement, including, but not limited to, preparing the permit for construction, review, processing, coordinating review with other departments, preparing environmental documents, inspection, agreement preparation, legal review, etc.

12.60.200 Annual compensation for use of real property.

In consideration for continuing use of *City* real property, an agreement holder shall pay annual compensation for use of the property. The amount of the use payment shall be as adopted by the city council by resolution.

Chapter 12.65

SNOW EMERGENCY ROUTES

Sections:

- 12.65.010 Designation.
- 12.65.020 Publication.
- 12.65.030 Snow emergency – Declaration authority – News bulletin.
- 12.65.040 Coordination of snow removal activities with other jurisdictions.

12.65.010 Designation.

Certain arterial and collector *roads*, school bus routes, and other *roads*, to be identified and so designated by the *city manager*, are declared snow emergency routes. Such snow emergency routes shall be the first *streets* to be sanded and/or cleared of snow.

A list of *streets* which will remain open and available for school bus use during thawing conditions shall be supplied to each and every school district operating on *City streets* within the *City*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.010).]

12.65.020 Publication.

The *city manager* shall issue a news bulletin to all *City* police, fire services and the school district, a listing of all such snow emergency routes. Such listing shall be issued annually prior to the second Monday in October. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.020).]

12.65.030 Snow emergency – Declaration authority – News bulletin.

A. The *city manager* is empowered to declare a snow emergency. The *city manager* shall establish guidelines for conditions which will warrant the declaring of a snow emergency.

B. When a snow emergency is declared, the *city manager* shall issue an emergency news bulletin through the *City's* electronic media and to the chief of the police and fire departments, so that there may be coordination for the deployment of personnel and equipment. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.030).]

12.65.040 Coordination of snow removal activities with other jurisdictions.

The *city manager* shall coordinate *City* snow removal activities with federal, State, county and other local jurisdictions located within or adjacent to the *City* for the purpose of continuity in clearing snow emergency routes. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.48.040).]

Chapter 12.70
SIDEWALKS, PLANTING STRIPS
AND STREET TREES

Sections:

- 12.70.010 Definitions.
- 12.70.020 Abutting property owner to maintain sidewalk in safe condition
- 12.70.030 Abutting property owner shall be responsible for expense of sidewalk maintenance and repair
- 12.70.040 Procedure for sidewalk construction or repair.
- 12.70.050 Right-of-way vegetation maintenance
- 12.70.060 Sidewalk – Snow, ice and trash removal required when.
- 12.70.070 Sidewalk – Violation of KMC 12.70.050 deemed misdemeanor.
- 12.70.080 Exemption from KMC 12.70.040 and 12.70.050 permitted when.
- 12.70.090 Right-of-way vegetation – Trimming limitations – Removal prohibited.
- 12.70.100 Right-of-way maintenance – Enforcement.

12.70.010 Definitions.

In addition to the definitions in Section 12.05 KMC, the following definitions shall apply to this Section:

A. “Hazardous tree” means any tree with any structural defect, disease, damage, or combinations of these which make it subject to a high probability of failure which might cause damage to persons or property. A “hazard tree” includes, but is not limited to, any isolated tree(s) that have a high probability of failure due to low wind-firmness in post-construction conditions as determined by a qualified tree protection professional.

B. “Planting strip” means that portion of the *right-of-way* which lies:

1. Between the *curb* line and the *sidewalk*; and
2. Between the *sidewalk* and the *right-of-way* line; or
3. Between the edge of pavement and the *right-of-way* line where *sidewalk* and/or *curb* are not present; or
4. Between the *curb* line and the *right-of-way* line where *sidewalk* is not present.

And may include, but not limited to, trees, shrubs, groundcover, fences, *facilities*, signs, hydrants, gravel, drainage infrastructure. [Ord. 17-0445 § 1; Ord. 16-0428 § 2 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.010).]

12.70.020 Abutting property owner to maintain sidewalk in safe condition.

It shall be the responsibility of the *owner* of property abutting upon a public *sidewalk* to maintain the *sidewalk* at all times in a safe condition, free of any and all obstructions or defects, see section 12.70.050.

12.70.030 Abutting property owner shall be responsible for expense of maintenance and repair.

The burden and expense of maintaining *sidewalks* along the side of any *street* or other public place shall be borne by and the responsibility of the *owner* of the property directly abutting thereon. The *abutting property owner* shall also be responsible for performing and paying for *sidewalk* repairs to the extent the need for repairs is caused by the actions or omissions of the *abutting property owner*.

12.70.040 Procedure for sidewalk construction or repair..

A. If the judgment of the *city engineer* or another department of public works official, public convenience or safety requires that a *sidewalk* be constructed or repaired along either side of any *street*, such fact shall be reported to the city council.

B. If upon receiving a report from the proper official, the city council deems the construction of the proposed *sidewalk* or repair of such *sidewalk* necessary or convenient for the public health, safety or welfare, the city council may then order such work to be done pursuant to the procedures established in Chapter 35.68, 35.69 or 35.70 RCW. The cost of such proposed *sidewalk* construction or *sidewalk* repair shall be borne by the *abutting property owner* in accordance with Chapter 35.68, 35.69 or 35.70 RCW.

C. Permit Required: Before commencing reconstruction or repair of a *sidewalk*, the *owner* must submit an application for a *right-of-way use permit, limited* (Type A). The application must include the plans for the reconstruction or repair, together with an estimate of the cost of the reconstruction or repair. The *city engineer* shall evaluate the cost of the reconstruction/repair. The *city engineer* may require the *owner* to provide additional information to evaluate the cost. If the *city engineer* determines that the cost of the reconstruction or repair will exceed 50 percent of the *abutting property* valuation, exclusive of improvements, the *owner* must modify the plans for the reconstruction or repair so that the cost does not exceed 50 percent of such valuation. The *owner* will not commence the reconstruction or repair until the *city engineer* has approved the modified plans. The *abutting property* valuation shall be the current valuation as determined by the King County Assessor's office website for said property.

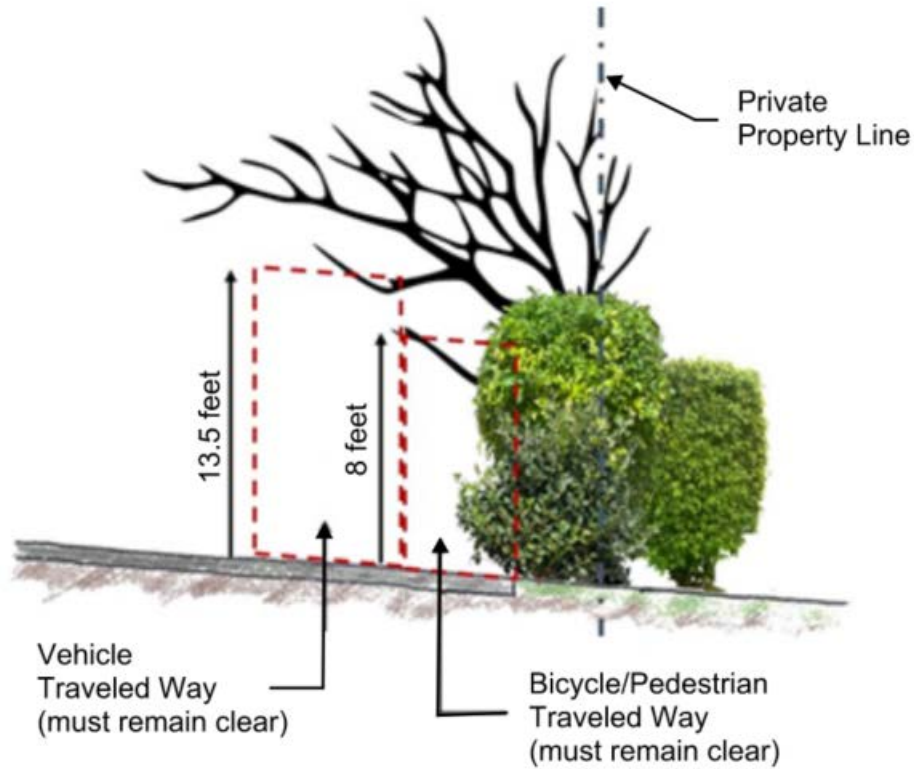
12.70.050 Right-of-way vegetation maintenance.

A. Maintenance of *planting strips*, *sidewalks*, and *unimproved right-of-way*, including *hazardous trees*, tree limbs and shrubbery that obstructs the *road* and/or *sidewalk* or blocks sight distance or signage, soil, gravel, weeds, grass, or other ground cover, will be the responsibility of the *abutting property owner*. Vegetation in *planting strips* will be *maintained* in a condition that does not impair the use of the *right-of-way* by the *City* or the traveling public. The use of the *right-of-way* includes, but is not limited to:

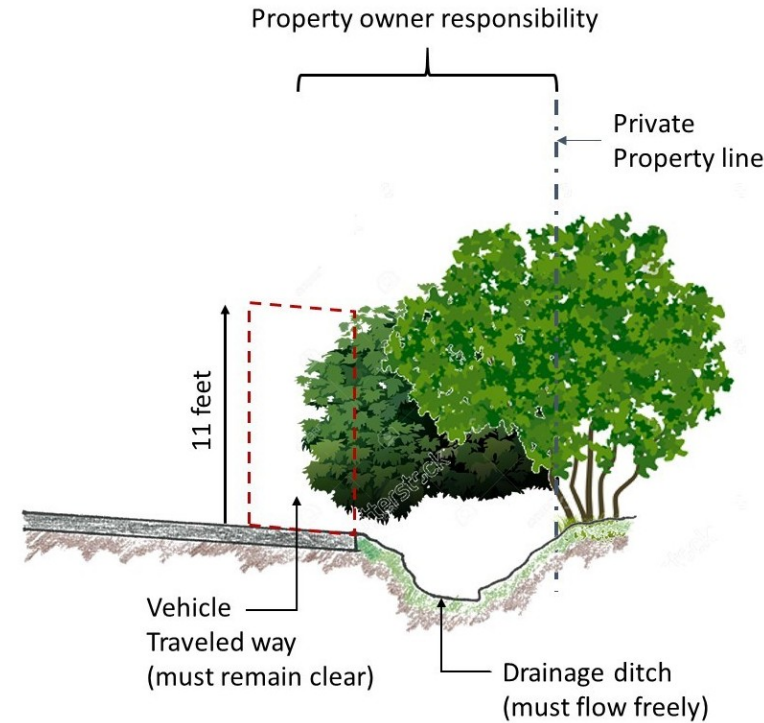
1. Motor vehicles on paved roadways;
2. Bicycles on paved surfaces or designated trails;
3. Pedestrians on *sidewalks*, designated paved walkways or other pedestrian paths as determined by the *city manager*; and
4. *City maintenance* and operations.

B. Vegetation shall not overhang *sidewalks*, walkways or bike lanes within eight feet, measured vertically from any point on the traveled way. Vegetation shall not overhang vehicle lanes within 13.5 feet, measured vertically from any point on the traveled way. Vegetation shall be trimmed as needed to prevent blockage of sight distance per the *Road Standards* or any roadway sign. The traveled way is defined as:

1. The traveled way for pedestrians shall be *sidewalks*, paved walkways separated by a *curb* from the vehicle traveled way, or paved walkways signed for pedestrians. Other pedestrian paths, as determined by the *city manager*, may also be defined as a pedestrian traveled way.
2. The traveled way for bicycles shall be defined by signage and pavement markings and shall be a paved area separated by pavement markings from the vehicle traveled way or a paved path as determined by the *city manager*.
3. The traveled way for vehicles will be defined by the edge stripe or edge of pavement where no stripe is present.



C. Drainage ditches shall be kept free of debris and maintained in a condition that allows the free flow of water and provides for adequate access for *City maintenance* and inspections. Aesthetic *maintenance* of drainage ditch vegetation, assuming adequate access and free flow of water is maintained, is the responsibility and at the discretion of the *abutting property owner*.



D. Within *unimproved right-of-way*, *abutting property owners* shall be responsible for trimming vegetation that overhangs onto their respective property and for removing *hazardous trees*. The *abutting property owner's* responsibility shall extend to the center of the *unimproved right-of-way*.

E. All slopes adjacent to *abutting properties* shall be maintained by the *owner*. *Maintenance* shall be consistent with the requirements for *planting strips* and shall include erosion control and vegetation stabilization.

F. Certain *planting strips*, *sidewalks*, *unimproved right-of-way* and other *right-of-way* areas may be *maintained* by the *City* at the *city manager's* discretion. [Ord. 17-0445 § 4, 2017; Ord. 16-0428 § 2 (Att. A); Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.040).]

12.70.060 Sidewalk – Snow, ice and trash removal required when.

It is unlawful for any person, firm or corporation owning *abutting property* within the *City* to permit the accumulation of snow, ice, vegetative debris, trash or any other material on an existing *sidewalk* which impedes the normal flow of pedestrian traffic. In the event the property is owned by a person not a resident of the *City*, a reasonable period of time shall be provided for the *owner* or the *owner's* agent to remove the material. If such removal is not accomplished within a reasonable period of time, the *city manager* may have the *sidewalk* cleaned and the cost thereof shall be billed to the *property owner*. The determination of reasonable period of time shall be at the sole discretion of the *city manager*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.050).]

12.70.070 Sidewalk – Violation of KMC 12.70.050 deemed misdemeanor.

Each day any *sidewalk*, or driveway portion thereof, is permitted to remain in a hazardous condition as specified in KMC 12.70.050 shall be considered and shall constitute a separate violation. Violation of KMC 12.70.050 shall constitute a misdemeanor and shall be punishable as provided by law. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.060).]

12.70.080 Exemption from KMC 12.70.030 and 12.70.050 permitted when.

Property that abuts the *right-of-way* which is substantially higher or lower in elevation than the *road*, which does not have reasonable access to that section of the *right-of-way*, and where that portion of *right-of-way* is not continuous to abutted *right-of-way* that is accessible may apply for an exemption from the provisions of KMC 12.70.30 and

12.70.050. Exemptions may be granted by the *city engineer* based upon standards which shall be established by the *department*. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.070).]

12.70.090 Right of way vegetation – Trimming limitations – Removal prohibited.

A. Notwithstanding any provision of *franchise* agreements, vegetation within the public *right-of-way* shall not be removed or cut back so as to generally damage the aesthetic quality or survivability of the vegetation. Such trimming, when required by *utility* companies to safeguard their *facilities*, shall be done in a manner that preserves the general appearance of the vegetation. The same provisions shall be applicable to others in that trees, shrubs and other plantings shall not be removed or otherwise trimmed so as to damage the general appearance of the planting areas.

B. Judicious trimming is permitted in such areas that will provide proper sight distance for intersections and driveways and such traffic warning or regulatory signs that are in place. [Ord. 03-0180 §§ 1, 2; Ord. 02-0141 § 1; Ord. 98-0024 §§ 1, 2 (KCC 14.52.080).]

12.70.100 Right-of-way maintenance - Enforcement

A. Should the *city engineer* find that such *right-of-way* is not being properly maintained consistent with KMC 12.70.050 through 12.70.090, the *city engineer* may, but is not required to, notify the *abutting property owner* to comply with the provisions of this chapter. The notice will be prepared per KMC 1.20.070 as amended below:

1. All references to “code enforcement officer” shall mean *city manager*;
2. State that if the *owner* fails to trim or remove the vegetation within the time frame provided, the *City* will begin enforcement proceedings per chapter 1.20 KMC or if determined by the *city engineer* to be a public safety hazard, an environmental hazard, or impedes *City maintenance* and operations, the *City* will perform the *maintenance* pursuant to subsection B of this section; and
3. In the case of a public safety hazard, an environmental hazard, or impeding *City maintenance* and operations, state that any cost incurred by the *City* may be assessed against the *property owner* for failure to comply with this provision.

B. If, by determination of the *city engineer*, the vegetation is a public safety hazard, environmental hazard, or impedes *City maintenance* and operations and the *abutting property owner* fails to complete the required *maintenance* within the time period stated in the notice, the *City* will perform the required *maintenance* and the cost may, at the discretion of the *city engineer*, be assessed against the *abutting property owner*. After completion, the *city engineer* will determine the cost to be charged to the *owner* and the time and manner of payment thereof; provided, that the cost will not exceed 50 percent of the valuation of the *abutting property*, exclusive of improvements. The cost will include all direct invoiced costs for materials and equipment as well as \$75.00 per hour per person of labor performed by the *City* in completing the *maintenance* requirements. If contracting services are necessary to complete the *maintenance*, the full cost of the contract services shall be included in the cost charged to the *property owner*. The *abutting property* valuation shall be as determined by the most current assessment of King County Assessor’s office for said property. The *city engineer* will give notice of the cost to the *owner*. The notice shall:

1. State the cost to be charged to the *owner* and the time and manner of payment thereof;
2. Include documentation to support the charges;
3. Advise the *owner* that the cost cannot exceed 50 percent of the valuation of the property, exclusive of improvements;
4. State that the *city engineer* will hear protests to the determination of cost, time, and manner of payment if received within 30 calendar days of date of delivery of the notice.

C. In the event payment is not received by the *City* within the time frame stated in the notice, the *city engineer* may place a lien upon the property or submit the charges to a licensed collection agency. Any lien will be collected in the manner as provided by law for collection of local improvements assessments.

D. The *owner* may appeal the *city engineer's* determination of cost, time, and manner of payment for 12.70.050 through KMC 12.70.090 by filing a notice of appeal with the *city manager* within 14 calendar days after delivery of the *city engineer's* determination. The *city manager* will give notice of receipt of the appeal and a deadline for response. After the protest consideration, the *city manager* will issue a decision, which will be the *City's* final decision on the *owner's* responsibility for *maintenance*. Additional time to submit an appeal may be granted at the *city engineer's* discretion.

E. All notices will be mailed to the owner of the *abutting property*, to the property tax address on file on the King County Tax Assessor's website, if the *City* determines that the *abutting property* is not *owner-occupied*, or to any address noted on any communication from the *abutting property owner*.

Chapter 12.75

INTEGRATED TRANSPORTATION PROGRAM

(Repealed by Ord. 16-0420)

Chapter 12.80

INTEGRATED TRANSPORTATION PROGRAM

Sections:

- 12.80.010 Definitions.
- 12.80.020 Components of the integrated transportation program.
- 12.80.030 Level of service standards.
- 12.80.040 Concurrency requirements.
- 12.80.050 Transportation impact fees.
- 12.80.060 Safe site access.
- 12.80.070 Procedures for development review.
- 12.80.080 Administrative rules.
- 12.80.090 Appeals.
- 12.80.100 Relation to other permit authority.
- 12.80.110 Exceptions.

12.80.010 Definitions.

A. “Concurrency” means transportation improvements or strategies to accommodate the impacts of a *development* are made concurrent with the *development*, so that the level of service on a city transportation *road* does not decline below the levels of service adopted in this chapter. “Concurrent with the *development*” means that improvements or strategies are in place at the time of the *development*, or that a financial commitment is in place to complete the improvements or strategies within six years.

B. “Mobility unit” means one PM peak hour person trip end. Each person trip has two trip ends, one each at the origin and destination.

C. “Transportation improvement program” means the annual program of capital transportation projects programmed by the *City* to be implemented during a six-year period.

[Ord. 16-0420 § 2 (Exh. 1).]

12.80.020 Components of the integrated transportation program.

There are four components of the *City’s* integrated transportation program, the goal of which is to operate the program safely and efficiently for all modes of travel. These components are as follows:

A. Level of service (LOS) standards to evaluate the performance of the *City’s* multimodal transportation system and to ensure that the system is built over time to maintain LOS standards (KMC 12.80.030).

B. *Concurrency* requirements defining an adequate transportation system (KMC 12.80.040).

C. Transportation impact fees to require new growth and development to pay a proportionate share of the cost of new multimodal transportation improvements to serve the new growth and costs (Chapter 20.47 KMC).

D. Safe site access to facilitate safe and efficient operation of the transportation system through site-access improvements (KMC 12.80.060). [Ord. 16-0420 § 2 (Exh. 1).]

12.80.030 Level of service standards.

Level of service standards are established for different modes of travel within the *City*:

A. Roadway Level of Service Standards.

1. The level of service for roadways shall be as described in the most recent Transportation Research Board Highway Capacity Manual. The LOS shall be amended on a date selected by the *city manager* whenever the LOS in the Highway Capacity Manual is amended by the Transportation Research Board. The *city manager* may select and apply alternative LOSs, to be effective on a date selected by the *city manager*.

2. Roadway LOS shall be by functional classification of roadway:

- a. Major arterials – LOS “E” or better;
- b. Minor arterials and collectors – LOS “D” or better; and
- c. Local *roads* – LOS “C” or better.

3. Roadway LOS shall be measured at intersections of classified roadways, except as provided in subsection (A)(4) of this section.

4. Roadway LOS shall be measured at the corridor level on SR 522 and 68th Avenue (south of SR 522)/Juanita Drive/Simonds Road.

5. When a lower classification of roadway intersects with a higher classification of roadway (for example, when a local *road* connects with a minor arterial), the LOS for the higher classification shall apply.

B. Pedestrian Level of Service Standards.

1. The *City* has designated a yellow LOS for pedestrian access where indicated in the pedestrian priority network (all as defined in the transportation element of the comprehensive plan) as the minimum standard to achieve.
2. Outside of the pedestrian priority network, the *City* has not established an LOS.

C. Bicycle Level of Service Standards.

1. The *City* has designated a yellow LOS for bicycle infrastructure where indicated in the bicycle priority network (all as defined in the transportation element of the comprehensive plan) as the minimum standard to achieve.
2. Outside of the bicycle priority network, the *City* has not established an LOS.

D. Transit Level of Service Standards.

1. The transportation element of the comprehensive plan contains guidance for providing quality transit service, amenities, and access to an identified transit priority network. While the *City* does not control transit service, it has established the following level of service standards for transit stop amenities and pedestrian access to transit:
 - a. The *City* has designated a yellow LOS for transit stop amenities and pedestrian access to transit (as defined in the transportation element of the comprehensive plan) as the minimum standard to achieve.
 - b. Outside of the transportation priority network, the *City* has not established an LOS. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.040 Concurrency requirements.

A. Transportation *concurrency* shall be determined using the *City* owned and maintained *mobility unit* spreadsheet. This spreadsheet compares the amount of transportation capital projects constructed or programmed in the next six years (*mobility unit* capacity) to the amount of *mobility units* that would be generated by new *development* (*mobility unit* demand). If the *City*’s *mobility unit* capacity is larger than the *mobility units* that would be generated by new *development*, then the transportation system will be deemed to be concurrent.

1. *Mobility unit* capacity shall be determined annually.

B. The *city manager* may approve a reduction in estimated *mobility units* based on the types of land uses that are to be developed or expected travel characteristics of the *development*.

1. The calculation of *mobility unit* reductions as described in this section shall be based upon sound and recognized technical information and analytical processes that represent current engineering practice. In all cases, the *city manager* shall have final approval of all such data, information and technical procedures used to calculate *mobility unit* reductions. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.050 Transportation impact fees.

A. Transportation impact fees shall be assessed and collected as described in Chapter 20.47 KMC.

B. *Mobility units* calculated for *concurrency* requirements (KMC 12.80.040) shall also be used to calculate transportation impact fees. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.060 Safe site access.

A. *Developments* shall provide for safe site access to facilitate safe and efficient operation of the multimodal transportation system, in accordance with the *Road Standards* adopted in Chapter 12.50 KMC.

B. For the purposes of this chapter, the developer shall achieve “safe site access” by mitigating either or both of the following when the *development* is complete and able to generate traffic:

1. A roadway intersection that provides access to a proposed *development* and that will function at a level of service worse than specified in KMC 12.80.030; or
2. A roadway intersection or approach lane where the *city manager* determines that a hazard to safety could reasonably result.

C. The developer shall provide improvements which bring the site access into compliance with the level of service and within a time schedule as may be required by the *city manager*. Approval to construct the *development* shall not be granted until the developer has satisfied the *concurrency* definition and its elements, as set forth in KMC 12.80.010(A). [Ord. 16-0420 § 2 (Exh. 1).]

12.80.070 Procedures for development review.

Following the submission of an *application*, the *city manager* shall calculate the transportation impact fee to be paid under Chapter 20.47 KMC and shall determine whether necessary transportation improvements are provided for as set forth in KMC 12.80.010(A) and that any required site access improvements are provided. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.080 Administrative rules.

For transportation impact fees, transportation *concurrency*, and safe site access, the *city manager* may adopt such administrative rules and procedures as are necessary to implement this chapter. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.090 Appeals.

A. The *city manager*’s final decision on impact fees and/or transportation *concurrency* may be appealed to the hearing examiner using the procedures set forth in Chapter 19.30 KMC. The appeal shall be submitted within 21 calendar days of the date of issuance of the *City*’s written decision.

B. Along with the information required by KMC 19.30.080(B), the *applicant* must show that either:

1. The *City* committed a technical error; or
2. Alternative data or a mitigation plan submitted to the *City* was inadequately considered. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.100 Relation to other permit authority.

The procedures set forth in this chapter do not limit the authority of the *City* to deny or to approve with conditions the following:

A. Any zone reclassification request, based on its expected impacts on the multimodal transportation system;

B. Any proposed *development* or zone reclassification, if the *City* determines that a hazard to safety would result from direct traffic impacts of the *development* or reclassification, without roadway or intersection improvements, regardless of level of service standards; or

C. Any proposed *development* subject to review under the Washington State Environmental Policy Act. [Ord. 16-0420 § 2 (Exh. 1).]

12.80.110 Exceptions.

Except for KMC 12.80.030 and 12.80.050, the *city manager* may grant an exception to or deviation from the requirements of this chapter. Any exception or deviation shall be in writing and supported by a finding that extraordinary conditions exist which make full compliance infeasible or would be an unreasonable hardship. The *city manager* shall make the final determination on what is infeasible or an unreasonable hardship. [Ord. 16-0420 § 2 (Exh. 1).]

Chapter 12.85

STATE ROUTE 522 ACCESS MANAGEMENT PROGRAM

Sections:

- 12.85.010 Purpose.
- 12.85.020 Applicability.
- 12.85.030 Definitions.
- 12.85.040 Application process and procedures.
- 12.85.050 Permit application submittal process.
- 12.85.060 Fees and surety bond.
- 12.85.070 Permit application – Review and conditions.
- 12.85.080 Construction requirements.
- 12.85.090 Changes in property site use.
- 12.85.100 Permit modification and revocation – Closure of permitted connections.
- 12.85.110 Access control classification.

12.85.010 Purpose.

SR 522 is a State route in the *City* with a functional classification of principal arterial. The purpose of this chapter is to implement an access management program consistent with Chapter 47.50 RCW and Chapters 468-51 and 468-52 WAC; to protect and preserve the functional integrity of SR 522 by providing for adequate safety and transportation capacity; to protect the public health, safety, and welfare; and to promote the safe and efficient movement of people and goods.

The access management program, which coordinates land use planning and building permit decisions by the *City* and investments in the *State highway system*, will control the proliferation of connections and other access approaches to and from SR 522. Without such a program, the health, safety, and welfare of *City* residents and users of SR 522 are at risk due to the fact that uncontrolled access is a significant contributing factor to the congestion and functional deterioration of an arterial. The access management program further will enhance the development of an effective transportation system and increase the traffic-carrying capacity of SR 522, thereby reducing traffic accidents, personal injury, and property damage or loss; mitigating environmental degradation; promoting sound economic growth and the growth management goals of the State; reducing *highway maintenance* costs and the necessity for costly traffic operations measures; lengthening the effective life of the transportation infrastructure, thus preserving the public investment in such infrastructure; and shortening response time for emergency vehicles. [Ord. 06-0247 § 1.]

12.85.020 Applicability.

A. Connections. New connections or alterations to existing connections to SR 522 require a *connection permit*. The use of a new connection at the location specified in the *permit* is not authorized until the *applicant* constructs or modifies the connection in accordance with *permit* requirements.

B. Change in Use. Where a parcel of property is already developed, but where the type of use for that property is changed, and where such change in use shall cause an increase of 10 peak hour trips generated from that property onto SR 522, then such change in use shall require a *connection permit* for its continued use of existing SR 522 connection(s). The *connection permit* may require modifications to the existing connection(s).

C. Permit Modification. If a *property owner* or *applicant* holding a valid *connection permit* wishes to alter the *permit* conditions, the *permit* holder must apply for a *permit* modification. The *city manager* shall have authority to approve or deny the modification *application*.

D. Construction Cost. The cost of construction or alteration of a connection shall be borne by the *permittee*.

E. Unpermitted Connection. An unpermitted connection to SR 522 that occurs after approval of the ordinance codified in this chapter by the city council is subject to closure by the *City*. The *City* may install barriers across the connection or remove the connection. The *city manager* will provide reasonable notice of the *City's* impending action to the *owner* of property served by the connection. Cost of removal shall be paid for by the *property owner*.

F. Permit Fee. The *City* in this chapter has established a schedule of fees for *connection permits*. The fee shall be nonrefundable.

G. Joint-Use Connection. The *city manager* may issue a *permit* subject to any conditions necessary to carry out the provisions of this chapter, including, but not limited to, requiring the use of a joint-use connection.

H. Nonconforming Access Permit. The *city manager* may issue a nonconforming access *permit* after finding that to deny an access *permit* would leave the property without a reasonable means of access to the public *road*. Every nonconforming access *permit* shall specify limits on the maximum vehicular use of the connection and shall be conditioned on the availability of future alternative means of access for which access *permits* can be obtained. [Ord. 06-0247 § 1.]

12.85.030 Definitions.

Terms within this chapter are defined in the *Road Standards*. The following additional definitions shall apply to this chapter unless the context clearly indicates otherwise:

A. “Average weekday vehicle trip ends (AWDVTE)” means the estimated total of all trips entering plus all trips leaving the *applicant’s* site, based on the final stage of proposed *development*.

B. “Conforming connection” means a connection that meets current *City* criteria pertaining to location, spacing, and design.

C. “Connection” means approaches, driveways, turnouts, or other means of providing for the right of access to or from a controlled access *road*.

D. “Connection category” means a permit category of all State *highway* connections, in accordance with the type of property served and the estimated traffic generated by the *applicant’s* site, based on rates accepted by the *City*.

E. “Connection permit” means a written authorization of the *City* for a specifically designed connection, at a specific location, for a specific type and intensity of property use, and specific volume of traffic for the proposed connection, based on the final stage of proposed *development* of the *applicant’s* property.

F. “ITE” means the Institute of Transportation Engineers.

F. “Joint use driveway” means a single access point that serves as a connection to more than one property or *development*, including those in different ownerships or in which access rights are provided in the legal descriptions.

G. “Median” means the portion of a divided *highway* or divided connection separating vehicular traffic traveling in opposite directions; not including speed change lanes, storage lanes for left turning or U-turning vehicles, or two-way left-turn lanes.

H. “Reasonable access” means an access connection that is suitable for the existing and/or proposed property use and does not adversely affect the safety, operations, or *maintenance* of the *road*.

I. “State highway system” means all *roads* designated as State routes in compliance with Chapter 47.17 RCW.

[Ord. 06-0247 § 1.]

12.85.040 Application process and procedures.

A. Early Consultation. To expedite the overall *permit* review process, the *applicant* is strongly encouraged to consult with the *City* prior to submitting an *application* pursuant to this chapter. The purpose of the consultation is to obtain a conceptual review of the *development* site plan and proposed access connections to SR 522 with respect to location, quantity, spacing, and design standards. Such consultation will assist the *applicant* in minimizing problems and delays during the permit *application* process and could eliminate the need for costly changes to site plans when a proposed connection would not be allowed and identified as such early in the planning phase.

B. Connection Categories. All *connections*, public or private, shall be determined by the *City* to be in one of the following categories:

1. "Category I – minimum connection" provides *connection* to SR 522 for up to 10 single-family residences, a duplex, or a small multifamily complex of up to 10 dwelling units, which use a common *connection*. The category shall also apply to permanent *connections* to agricultural and forest lands, including field entrances; *connections* for the operation, *maintenance*, and repair of *facilities*; and *connections* serving other low-volume traffic generators expected to have an AWDVTE of 100 or less.
2. "Category II – minor connection" provides *connection* to SR 522 for medium volume traffic generators expected to have an AWDVTE of 1,500 or less, but not included in Category I.
3. "Category III – major connection" provides *connection* to SR 522 for high volume traffic generators expected to have an AWDVTE exceeding 1,500.
4. "Category IV – temporary connection" provides a temporary, time limited *connection* to SR 522 for a specific property, for a specific use, with a specific traffic volume. Such uses include, but are not limited to, temporary construction and temporary emergency access. The *City* reserves the right to remove any temporary *connection* at its sole discretion and at the expense of the *property owner/applicant* after the expiration of the *permit*. Further, a temporary *connection permit* does not bind the *City*, in any way, to the future issuance of a permanent *connection permit* at the temporary *connection* location.
5. "Nonconforming connection" designation may be issued for Category I through IV *permits* after an analysis and determination by the *City* that a *connection* cannot be made that conforms to *City* standards and a finding that the denial of a *connection* would leave the property without a reasonable means of access to the public *road* system. In such instances, the *permit* shall be noted as nonconforming and contain specific restrictions and provisions, including limits on the maximum vehicular use of the *connection*, the future availability of alternate means of *reasonable access* for which a *conforming connection permit* could be obtained, the removal of the nonconforming *connection* at the time the conforming access is available, and other conditions as necessary to carry out the provisions of this section.
6. "Variance connection" means a special nonconforming *permit*, issued for a location not normally permitted by *City* standards, after an engineering study demonstrates that the *connection* will not adversely affect the safety, *maintenance*, or operation of SR 522. This *permit* will remain valid until modified or revoked by the *City*.
7. "Median opening" includes openings requested for both new *connections* and existing *connections*. Openings may consist of either 1) a full opening in a continuous *median* for the specific purpose of allowing vehicles to make a left turn maneuver into or out of a property abutting the *highway*, to facilitate U-turns, or to allow for a vehicle to totally cross the *road*, or 2) a directional opening allowing for left turn maneuvers into the property and U-turn maneuvers, but not allowing for left turns or cross movements out of the property. [Ord. 06-0247 § 1.]

12.85.050 Permit application submittal process.

A. Driveway Connections That Are Part of a Land Use Application. If the *connection permit* is being requested as part of an underlying *development*, the issuance or denial of the *connection permit* shall be made in accordance with the type of decision applicable to the underlying land use *application(s)*.

B. Driveway Connections That Are Not Related to a Land Use Application. If the *connection permit* is being requested without relation to an underlying land use *application*, the *applicant* shall file for a *connection permit* with the *City*. The issuance or denial of the *connection permit* shall be made administratively by the *city manager*, subject to appeal pursuant to subsection (E) of this section.

C. Submittal Requirements for Connection Permits. If the new *development* will generate more than 10 peak hour trips or is a change in use, each *application* for a *connection permit*, whether accompanying an underlying land use *application* or not, shall include a traffic impact study, as described below, the *connection permit application*, and additional information as required by the *city manager*.

1. Traffic Impact Study. The traffic impact study, prepared by a *professional engineer*, shall contain information as noted in the *Road Standards* plus the following:

- a. An analysis of existing conditions including approved, but not yet built, *development* and applied for, but not yet approved, *development*.
- b. Trip generation, modal split, distribution, assignment, and level of service analysis for intersections, adjacent to or within 250 feet of any proposed access, during peak hours and time periods as required by the *city manager*.
- c. An analysis of three years of background growth, unless otherwise determined by the *city manager*.
- d. A traffic signal warrant analysis of the projected impact of the proposed *development* upon the affected transportation corridor or intersection as required by the *city manager*.
- e. Any additional information required by subsection (C)(2)(j)(5) of this section.

The traffic impact study shall be based on traffic counts obtained within the 12 months preceding the date the *application* is deemed complete. The traffic impact study levels of service and traffic operations analysis shall be consistent with the latest Highway Capacity Manual's methodology. The *city manager* reserves the right to require an *applicant* to provide additional data and/or analysis as part of the traffic impact study, where the *city manager* determines that additional information or analysis is required to implement the standards and requirements contained in this chapter. The *city manager* may waive the requirement for a traffic impact study, or limit the scope of analysis and required elements of a traffic impact study, where the *city manager* determines that the potential transportation impacts on the SR 522 corridor or any of its intersections have been adequately analyzed in prior research or reports and are not projected to cause a reduction in the operating level of SR 522.

2. Connection Permit Application and Information. The *applicant* shall submit a *connection permit application* and shall provide information as required by the *city manager*. A complete *application* shall also consist of the *connection* information specified in this section.

- a. All *connection* and roadway design documents for Category II and III *permits* shall bear the seal and signature of a *professional engineer*.
- b. The *applicant* shall provide the following information, unless the *city manager* determines that specific information will not be necessary. Additional information required of Category II, III, and IV *permit applications* is specified in this chapter. In all cases it would be prudent, prior to submittal of the *application*, for the *applicant* to inquire of the *City* whether the *application* needs additional information. The *city manager* reserves the right to request clarification or additional information during the *application* review process. Failure to provide the requested information within the time limits specified in the request shall result in termination of the *permit application*.
- c. Provide the current complete names, mailing addresses, and telephone numbers of the *property owner(s)*, the developer(s), the *applicant*, and the transportation and legal consultants representing the *applicant* (if any). If the *property owner* requests to have a representative sign the *application*, a notarized letter of authorization from the *applicant* shall be provided with the *application*. When the *owner* or *applicant* is a company, corporation, or other public agency, the name, address, and telephone number of the responsible officer shall be furnished. The names of all individuals signing the *application* and their titles shall be typed or printed directly below the signature.
- d. The ultimate planned property uses shall be indicated in sufficient detail to determine the appropriate *permit* classification. Estimated AWDVTE to be generated by the *development*, based on the planned property use, consistent with the latest trip generation information published by the ITE, Washington, D.C., shall be included as appropriate. If local or special trip generation rates are used instead of the ITE rates, the latest and best information shall be used and all documentation for the rate determination shall be submitted with the *application*. For residential *developments* with 10 or fewer units, 10 trips per day per unit may be assumed.

e. The *application* shall include a plan to scale showing critical dimensions, location of the property, existing conditions, and character and extent of the proposal. The location of existing and proposed on-site *development* with respect to the existing and proposed driveway location(s) and SR 522 shall be shown. Minimum information on the plan shall include:

- (1) Street names.
- (2) Pavement type.
- (3) Cross section.
- (4) Posted speed limit.
- (5) The existence and location of any existing and/or future proposed public or private *roads* abutting or entering the property; the horizontal and vertical curvature of the *road(s)*, noting the location of existing and proposed *connections* and any other pertinent information.

f. Property Information.

- (1) Show the location of all existing and proposed buildings, and other structures, such as gasoline pumps, lights, trees, etc., with respect to the existing and proposed property and *right-of-way* lines.
- (2) Show any adjacent properties that are owned or controlled by the *applicant*, or in which the *applicant* has a financial interest, and an indication of whether the properties will be accessed by means of the proposed *connection(s)*.
- (3) Provide proof of legal ownership or legal easement.
- (4) Include a boundary survey, which may be waived for Category I *connections*, at the discretion of the *city manager*.
- (5) Any existing or proposed parcels segregated from the *applicant's* property for separate *development* shall be clearly designated on the plan.

g. Connection Location Information.

- (1) *Connection* location by *WSDOT* milepost and *highway* engineer's station, if available.
- (2) Location of the SR 522 centerline with respect to existing and proposed property lines.
- (3) Distance of proposed public or private access *connection* to intersecting *roads*.
- (4) Existing or proposed *median* openings (crossovers) and *connections* on all sides of SR 522 and other *roads* within 660 feet of the proposed *connection* location.
- (5) Location of existing or proposed public or private retaining walls, fences, poles, *sidewalks*, bike paths, drainage structures and easements, traffic control devices, fire hydrants, *facilities*, or other physical features, such as trees, landscaping, green belts, and wetlands that could affect driveway location.

h. Connection Design Information.

- (1) Proposed *connection* and approach improvements, including the driveway profile approaching SR 522, and the driveway width, radii, and angle to the *road*.
- (2) Existing and proposed grading.
- (3) Drainage calculations and other pertinent data.

(4) Driveway, auxiliary lanes and crossover pavement design, including subgrade, base, surface materials, and thicknesses.

(5) Specific requirements for design information on individual Category I *permit applications* may be modified or waived, at the discretion of the *city engineer*.

i. Joint Driveway Use.

(1) If the driveway is to serve more than one property, the plan shall detail information for all properties using the *connection* and the *application* shall include copies of legally enforceable agreements of concurrence for all *property owners* on *joint use driveways*.

(2) *Joint use driveways* serving adjoining properties are required where feasible.

j. Additional Information for Category II and Category III Permits. The *city manager* may require the following additional information for each phase of the *development*. Prior to the submittal of the *application*, the *applicant* shall coordinate with the *city engineer* on the level of detail and the analysis techniques to be used.

(1) Circulation Plans. All parking, interior drives, and internal traffic circulation plans.

(2) Connection Users. All internal and external adjacent parcels which will use the requested *connection*. All existing and proposed connecting roadways and potential means of alternate access through the final build-out stage of *development* shall be shown on the plans submitted with the *application*.

(3) Traffic Control Devices and Illumination. Proposed traffic control devices and lighting locations.

(4) Sight Distance. Analysis of horizontal and vertical sight distance on SR 522 with respect to the proposed *connection*.

(5) Traffic Data and Analysis. Traffic data submitted by the *applicant* shall be signed and sealed by a qualified *professional engineer*. The *city manager* may require the following traffic study information:

(a) Turning Movements. Vehicle turning movements for present and future traffic conditions.

(b) Volume and Type. Amount and type of traffic that will be generated by the proposed *development* including a breakdown of anticipated peak hour traffic and an analysis of the impact on the level of service on the State highway.

(c) Parking and Circulation. Analysis of off-street parking and traffic circulation, including distances to secondary access points on the *connection* roadway and their impact on the operation of the State highway.

(d) Traffic Signal Data. If a traffic signal is requested, the following studies may be required: traffic signal warrants; phasing and timing analysis; signal progression analysis; signalization, signing, and lighting plans in compliance with *WSDOT* standards. A separate *WSDOT* traffic signal permit is required.

(e) Off-Site Improvements. A traffic analysis to determine the need for off-site related roadway and geometric improvements and mitigation requirements.

(f) Traffic Control Plan. A traffic control plan conforming to current standards set forth in the "Manual on Uniform Traffic Control Devices," documenting how the *permit* holder will provide for safe and efficient movement on the *State highway system* during the construction of the *connection*.

(6) Median Openings: New or modified *median* openings proposed as part of a new driveway *connection* shall be reviewed as part of the *permit application* review process. Request for the construction of new or modified *median* openings to serve existing permitted *connections* shall require a reevaluation of the location, quantity, design of existing *connections*, and traffic at the existing *connections*. The *property owner* must file a new *connection permit application*, for the proper *connection category*, showing the proposed new or modified *median* opening location and design and its relationship to the existing or modified driveway *connections*. Nothing contained herein shall be construed to prohibit the *City* from closing an existing *median* opening where operational or safety reasons require the action. The *City* shall notify affected *property owner*, *permit* holders and tenants in writing 30 days in advance of the closure of a *median* opening unless immediate closure is needed for safety or operational reasons.

(7) *WSDOT* review: a *WSDOT permit* or project review may be required by *WSDOT*. *Applicant* is responsible for contacting and coordinating with *WSDOT* on all *work* on SR 522.

3. Additional Information for Category IV *permits*. Category IV *permit applications* shall contain the specific dates that the *connection* is to be open and must contain assurances acceptable to the *City* that the shoulder, *curbing*, *sidewalks*, *bikeways*, *ditch*, *right-of-way*, and any other amenities will be restored to their original condition at the *permit holder's* expense upon closure of the temporary *connection*.

D. Variance Connection. The access standards above may be modified by the *city engineer* on the *connection permit* upon a showing by the *applicant* of the following:

1. Topography, *right-of-way*, existing construction or physical conditions, or other geographic conditions make it technically infeasible to meet current standards and an equivalent alternative, which can accomplish the same access management purpose, is available.
2. A minor change to a standard is required to address a specific design or construction problem which, if not enacted, will result in an unusual hardship.
3. An alternative standard is proposed which is equal to or superior to the current standards.
4. *Application* of standards to the *development* would be grossly disproportional to the impacts created to the public.

E. Appeals. The *applicant* may appeal the decision of the *city engineer* under the following conditions:

1. For driveway *connections* that are part of land use *application* review, the appeal of a conditioning or denial of a *connection permit* shall be in accordance with the procedures for an appeal of the underlying land use *application*.
2. For all other driveway *connection permit applications*, the appeal of a conditioning or denial of a *connection permit* shall be to the *city manager*. [Ord. 06-0247 § 1.]

12.85.060 Fees and surety bond.

A. Each *application* requires fees, imposed by the city council by resolution, payable to the *City* for the administrative costs and expenses of processing the *application* and for other functions necessary for the approval and use of the *permits*. B. Surety Bond. Prior to the beginning of construction of any *connection*, the *City* may require the *permit* holder to provide a surety bond as specified in WAC 468-34-020(3). [Ord. 06-0247 § 1.]

12.85.070 Permit application – Review and conditions.

A. Application Review, Processing, and Approval. *Applications* for all SR522 *connection permits* shall be submitted, in writing, to the *City*. The *application* process and documentation shall be in accordance with the administrative procedures developed by the *City* and shall contain whatever information, including plans and specifications, which the *City* shall require.

B. Permit Conditions. The *permit* requirements and provisions shall be binding on the *permit* holder, the *permit* holder's successors, heirs and assigns, the *permit application* signatories, and all future *owners* and occupants of the property. All long-term provisions exceeding the term of any bond shall be recorded onto the property title.

C. Nonconforming Connection Permits. The City may issue a nonconforming connection permit requiring a legally enforceable joint-use driveway when determined to be in the best interest of the City for restoring or maintaining the operational efficiency and safety of SR 522. All nonconforming connection *permits* shall specify conditions or limits including:

1. Traffic Volume. The *permit* shall specify maximum vehicular usage of the *connection*.
2. Future Alternate Access. The *permit* shall specify that a *conforming connection* be constructed when future alternate means of access become available, and that the nonconforming *connection* be removed.
3. Users. The *permit* shall specify the properties to be served by the *connection*, and any other conditions as necessary to carry out the provisions of managing the access to SR 522.

[Ord. 06-0247 § 1.]

12.85.080 Construction requirements.

A. Disruption of Traffic. All construction and/or *maintenance* within the SR 522 *right-of-way* shall conform to the provisions of the *connection permit*, the current "Manual on Uniform Traffic Control Devices (MUTCD)"; *WSDOT's* current "Design Manual," and *WSDOT's* current "Standard Specifications for Road, Bridge, and Municipal Construction." The *City* may require or restrict hours of construction to minimize disruption of traffic. If construction activity within the SR 522 *right-of-way* causes undue disruption of traffic or creates safety hazards, or if the construction activity is not in compliance with the traffic control specifications in the *permit*, the *city manager* shall advise the *permit* holder or the *permit* holder's *contractor* of the need for immediate corrective action and may order immediate suspension of all or part of the *work* if deemed necessary. Failure to comply with this provision may result in *permit* modification or revocation.

B. Traffic Signals and Other Traffic Control Devices.. The *permit* holder shall be responsible for coordinating with and securing any *WSDOT permits* needed for traffic signalization and regulatory signing and marking.

C. Connection Construction Inspection. For Category II and Category III *connections*, the *city manager* may require the *permit* holder, developer, or *owner* to provide inspection of construction and certification that *connection* construction is in accordance with *permit* provisions and appropriate *City* standards. [Ord. 06-0247 § 1.]

12.85.090 Changes in property site use.

The *connection permit* shall be issued to the *permit* holder for a particular type of land use generating specific projected traffic volumes at the final stage of proposed *development*. Any changes made in the use, intensity of *development*, type of traffic, or traffic flow of the property requires the *permit* holder, any assignee, or *property owner* to contact the *city manager* to determine whether further analysis is needed to determine if the change is significant and would require a new *permit* and modifications to the *connection*. An engineering study, signed and sealed by a *professional engineer*, may be required to document the extent of the change. If modification of the existing *connection* is required, based on a significant change as determined by the *city engineer*, the *permit* holder, his or her assignee, or the *property owner* shall obtain a new *permit* prior to the initiation of any on-site construction to the *connection* or to the property.

A. Significant Change. A significant change is one that would cause a change in the category of the *connection permit* or one that causes an operational, safety, or *maintenance* problem on SR 522 based on objective engineering criteria or available crash data. Such data shall be provided to the *property owner* and/or *permit* holder and tenant upon written request.

B. Notification. Failure to contact the *City* to determine the need for *connection* modifications or to apply for a new *permit* for such modifications prior to initiation of property improvements, land use changes or traffic flow alteration actions shall result in notification to the *property owner* and/or *permit* holder and tenant of intent to revoke the existing *permit* and closure of the *connection* to the property.

C. Costs. The *permit* holder shall be responsible for all costs associated with *connection* removal, *relocation*, or modification caused by increased or altered traffic flows necessitated by changes to the site, use, or to the nature of the business on the property. [Ord. 06-0247 § 1.]

12.85.100 Permit modification and revocation – Closure of permitted connections.

A. Revocation Criteria. All *connection permits* issued by the *City* remain valid until revoked. The *city manager* may initiate an action to revoke any *permit* if significant changes have occurred in the use, design, or traffic flow of the property or of SR 522, requiring the *relocation*, alteration, or closure of the *connection*; if the *connection* was not constructed at the location or to the design specified in the *permit*; if the *permit* provisions were not met; or if the *connection* causes a safety, *maintenance*, or operational problem on the *road*.

The *city manager* shall give written notice to the *permit* holder, the *permit* holder's successors or assigns, or the *property owner* with a copy to the occupant, for any *connection* found to be in noncompliance with the conditions of the *permit*. The notice shall identify the deficiencies and request that they be corrected within 30 calendar days of the date of the notice. The notice shall further advise that the *City's* determination of noncompliance or deficiencies shall become final and conclusive 30 calendar days following the date of the notice unless the violations are corrected or an appeal is filed by the *permit* holder, *permit* holder's successor or assigns, or the *property owner*.

B. Costs. The *permit* holder, *permit* holder's successor or assignee, or *property owner* shall be responsible for the costs of closure due to revocation of a *connection permit*, except when the closure is required by changes to SR 522.

C. Emergency Action. This chapter shall not restrict the *city engineer's* right to take immediate remedial action, including the closure of a *connection*, if there is an immediate and serious danger to the public health, safety, and welfare.

D. Appeals. All appeals must be received within 30 calendar days of the date of the notice. Appeals shall include all contact information and justification for why the *City's* decision is in error or extenuating circumstances that merit reconsideration. Appeals shall be reviewed by the *city manager*. Appeal decisions shall be final and may not be further appealed. [Ord. 06-0247 § 1.]

12.85.110 Access control classification.

A. *WSDOT* has created an access control classification system consisting of five classes, where Class One is the least restrictive. *WSDOT* has designated SR 522 as Class Four. On all access classes, property access shall be located and designed to minimize interference with transit operations and/or high occupancy vehicle (HOV) use on SR 522 where such operations/uses exist or where such operations/uses are proposed. In such cases, if *reasonable access* is available from the *City* street system, primary property access shall be provided from the *City* street system rather than from SR 522.

B. SR 522, with its Class Four designation, has the following functional characteristics and access control standards:

1. Functional Characteristics. SR 522 has the capacity for moderate travel speeds and moderate traffic volumes for medium and short travel distances providing for inter-City, intra-City, and inter-community travel needs. There is to be a reasonable balance between direct access and mobility needs. Existing level of development of the adjoining land is intensive. SR 522 is distinguished by existing or planned nonrestrictive *medians*. Restrictive *medians* may be used as operational conditions warrant to mitigate turning, weaving, and crossing conflicts. Minimum *connection* spacing standards should be applied if adjoining properties are redeveloped.

2. Access Control Design Standards. The public roadway intersection spacing and driveway *connection* spacing distances specified are minimums. Greater distances may be required by the *city engineer* to provide desirable traffic operational and safety characteristics. If greater distances are required, the *city engineer* will document the reasons, based on traffic engineering principles, for such greater distances. Nonconforming *permits* may be issued allowing for less than minimum spacing where no other *reasonable access* exists. A *variance connection permit* may be issued where it can be substantiated by a traffic analysis, to the satisfaction of the *city engineer*, that allowing less than the minimum spacing or more than the maximum number of *connections* would not adversely affect the desired function of SR 522 and would not adversely affect the safety, *maintenance* or operation of SR 522.

a. Public Roadway Intersections. In the *City*, where higher volumes are present or growth that will require signalization is expected in the foreseeable future, it is imperative that the location of any public access be planned carefully to ensure adequate signal progression. Where feasible, major intersecting roadways that may ultimately require signalization shall be planned with a minimum of one-half mile spacing. Addition of all new *connections*, public or private, that may require signalization will require an engineering analysis signed and sealed by a qualified *professional engineer*.

b. Private Direct Access.

(1) Regardless of the number of access points that exist prior to any *development*, no more than one access shall be provided to an individual parcel or to contiguous parcels under the same *owner*, unless it can be shown that additional access points are necessary for the functionality of the *development*, would not adversely affect the desired function, safety, or operations on SR 522, and would not cause an unreasonable risk to public health, safety, and welfare.

(2) The minimum distance to another public or private access *connection* shall be 250 feet. Nonconforming *connection permits* may be issued to provide access to parcels whose *highway* frontage, topography, or location would otherwise preclude issuance of a *conforming connection permit*.

(3) Variance *permits* may be allowed if conditions warrant. These conditions must be demonstrated to the satisfaction of the *city engineer* by a traffic analysis that is signed and sealed by a qualified *professional engineer*.

3. Corner Clearance. Corner clearances for *connections* shall meet or exceed the minimum *connection* spacing requirements. A single *connection* may be placed closer to the intersection in accordance with the following criteria:

a. If, due to property size, corner clearance standards cannot be met, and where *joint use driveways* meeting or exceeding the minimum corner clearance standards cannot be obtained, or is determined by the *city engineer* to be not feasible because of conflicting land use or conflicting traffic volumes or operational characteristics, then the following minimum corner clearance criteria may be used:

Corner Clearance at Intersections

| With Restrictive Median | | |
|----------------------------|--------------------|----------------|
| Position | Access Allowed | Minimum (Feet) |
| Approaching intersection | Right in/right out | 115 |
| Approaching intersection | Right in only | 75 |
| Departing intersection | Right in/right out | 230 |
| Departing intersection | Right out only | 100 |
| Without Restrictive Median | | |
| Position | Access Allowed | Minimum (Feet) |
| Approaching intersection | Full access | 230 |
| Approaching intersection | Right in only | 100 |
| Departing intersection | Full access | 230 |
| Departing intersection | Right out only | 100 |

b. Additional Conditions.

(1) There shall be no more than one *connection* per *abutting property* on SR 522 regardless of minimum *connection* spacing unless it can be shown that additional access points are necessary for the functionality of the *development*, would not adversely affect the desired function, safety, or operations on SR 522, and would not cause an unreasonable risk to public health, safety, and welfare.

(2) When *joint use driveways* or alternate accesses meeting or exceeding the minimum corner clearance standards becomes available, the *permit* holder shall close the permitted *connection*, unless the *permit* holder shows to the *city engineer's* satisfaction that such closure is not feasible. [Ord. 06-0247 § 1.]

Chapter 12.90

TRANSPORTATION BENEFIT DISTRICT

Sections:

- 12.90.010 Transportation benefit district established.
- 12.90.020 Governing board.
- 12.90.030 Authority of the district.
- 12.90.040 Use of funds.
- 12.90.050 Revenue sources.
- 12.90.060 Dissolution of district.

12.90.010 Transportation benefit district established.

There is created a transportation benefit district to be known as the Kenmore transportation benefit district with geographical boundaries comprised of the corporate limits of the *City* as they currently exist or as they may exist following future annexations. [Ord. 12-0339 § 1.]

12.90.020 Governing board.

A. The governing board of the transportation benefit district shall be the Kenmore city council, which shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW and this chapter.

B. The treasurer of the transportation benefit district shall be the *City* director of finance.

C. The board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan, pursuant to the requirements set forth in RCW 36.73.160(1).

D. The board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2). [Ord. 16-0424 § 3; Ord. 12-0339 § 1.]

12.90.030 Authority of the district.

The board shall have and may exercise any powers provided by law to fulfill the purpose of the Kenmore transportation benefit district. [Ord. 12-0339 § 1.]

12.90.040 Use of funds.

The funds generated by the transportation benefit district may be used for any purpose allowed by law including to operate the district and to make transportation improvements that are consistent with existing State, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW. The transportation improvements funded by the district shall be made in an effort to preserve and maintain transportation infrastructure, improve public safety, or implement *city projects* identified in Kenmore's *transportation improvement program*. [Ord. 12-0339 § 1.]

12.90.050 Revenue sources.

The board shall have the authority to establish all fees and other revenue sources authorized by Chapter 36.73 RCW, consistent with RCW 36.73.065. [Ord. 12-0339 § 1.]

12.90.060 Dissolution of district.

The transportation benefit district shall be dissolved when all indebtedness of the district has been retired and when all of the district's anticipated responsibilities have been satisfied. [Ord. 12-0339 § 1.]

Chapter 12.95

RIGHT-OF-WAY VACATIONS

Sections:

| | |
|---------------------------|---|
| 12.95.010 | Purpose. |
| 12.95.020 | Definitions. |
| 12.95.030 | Applicability. |
| 12.95.040 | Initiation of proceedings. |
| 12.95.050 | Public petition for vacation. |
| 12.95.060 | Council resolution for vacation. |
| 12.95.070 | Date of public hearing. |
| 12.95.080 | Public notification of hearing. |
| 12.95.090 | Objection by property owners. |
| 12.95.100 | Public hearing procedures. |
| 12.95.110 | Criteria for granting street vacation. |
| 12.95.120 | Limitations on vacations |
| 12.95.130 | Right to reserve easements. |
| 12.95.140 | Voluntary agreement between city and applicant. |
| 12.95.150 | Final decision. |
| 12.95.160 | Appraisal reviews. |
| 12.95.170 | Fees and costs. |
| 12.95.180 | Title to vacated street or alley. |
| 12.95.190 | Vested rights not affected. |
| 12.95.200 | City use of revenue. |

12.95.010 Purpose.

This chapter establishes the procedures and criteria that the *City* will use to decide upon vacation of *roads*, alleys, or any part thereof. This chapter is intended to implement the authority granted to the *City* pursuant to Chapter 35.79 RCW and RCW 35A.47.020. In case of a conflict between this chapter and those statutes, the statutory provisions shall prevail.

12.95.020 Definitions

A. "Subject right-of-way" means the *road* or alley, or portions thereof, sought to be vacated.

12.95.030 Applicability.

This chapter applies to requests for the vacation of *roads*, alleys and public easements relating to said roads or alleys, or any part thereof. This chapter shall not apply to vacation or termination of other types of public easements.

12.95.040 Initiation of proceedings.

A vacation may be initiated by the city council or by *abutting property owners* pursuant to RCW 35.79.010.

12.95.050 Petition for vacation.

The *owners* of an interest in any real estate abutting upon any *road* or alley who may desire to vacate the *street* or alley, or any part thereof, may petition the city council. The petition shall be in a form prescribed by the *city engineer* and shall contain the following information:

A. Upon receiving a petition signed by owners of more than two-thirds of the property abutting upon the part of such *street* or ally sought to be vacated, petitioners shall submit a complete vacation *application* to the City. A vacation *application* shall contain the name, address, email and telephone number of a representative for the petitioners, with supporting documentation from each petitioner on forms provided by the *department*.

B. A legal description of the area to be vacated prepared by a licensed surveyor in the State of Washington.

- C. Site map showing all property lines and the *subject right-of-way* highlighted, scaled as required by the *department*.
- D. Verification of ownership and providing a legal description of the property owned by each petitioner.
- E. A copy of the King County assessor's map identifying all *property owners* and parcel ID numbers.
- F. A completed request for public *utility* review.
- G. The vacation *application* fee as established by resolution.
- H. An appraisal of each *abutting property* of the *subject property* prepared by a WSDOT approved appraiser.
- I. A signed agreement to pay the cost of an appraisal review as provided for in Section [12.95.170](#);
- J. The petition shall discuss the criteria set forth in KMC 12.95.110; and
- K. Any additional information or material that the *department* determines is reasonably necessary for the city council to consider the requested vacation.

12.95.060 Council resolution for vacation.

The city council may initiate, by resolution, vacation procedures. The resolution shall contain a legal description of the *subject right-of-way* and shall be filed with the city clerk.

12.95.070 Date of public hearing.

Upon receiving a petition signed by owners of more than two-thirds of the property abutting upon the part of such *street* or ally sought to be vacated and a complete *application*, the city council by resolution shall fix a time and date when the city council will hold a public hearing on the proposed vacation. If vacation is initiated by the city council, the resolution initiating the vacation shall fix a time and date on when the city council will hold a public hearing on the vacation. The hearing shall not be more than sixty days nor less than twenty days after the date of passage of such resolution. The two-thirds measure shall be determined pursuant to Section 12.95.090.

12.95.080 Public notification of hearing.

A. The *City* shall prepare a public notice containing the following information:

- 1. A statement that a petition to vacate the *subject right-of-way* has been filed with the city and will be considered by the city council or that the city council has initiated a street vacation of the *subject right-of-way*;
- 2. A statement of the time and place of the public hearing before the city council;
- 3. A location description in non-legal language along with a vicinity map that identifies the *subject right-of-way* proposed to be vacated;

B. At least twenty calendar days before the public hearing, the *City* shall distribute the public notice as follows:

- 1. In all cases where the proceeding is initiated by resolution of the city council, in addition to the notice required herein, there shall be given by mail at least fifteen days before the date fixed for the hearing, a similar notice to the owners or reputed owners of all lots, tracts or parcels of land or other property abutting upon any *street* or alley or any part thereof sought to be vacated, as shown on the rolls of the county treasurer, directed to the address thereon shown.
- 2. A copy will be published in the official newspaper of the *City*, except no vicinity map shall be required;
- 3. Posted in a conspicuous location at the three most public places within the *City*;

4. A copy will be posted on the *subject right-of-way* in the manner set out in subsection C of this section.

C. Public Notice Sign. The city clerk shall provide for and have public notice signs posted at least twenty calendar days before the public hearing as follows:

1. The posted notice shall be designed and constructed in accordance with the administrative procedures developed by the *department*. A copy of the public notice described in subsection A of this section and the vicinity map shall be attached to each sign.
2. One posted notice shall be located at each public access location and placed so that the sign(s) are conspicuously visible from an improved public *right-of-way* not subject to the vacation request. The *department* shall approve the location of each sign.
3. All posted notices shall be removed after the final public hearing.

12.95.090 Objection by property owners.

A. If fifty percent or more of the *abutting property owners* file written objections to a city council initiated vacation with the city clerk, prior to the time of the public hearing, then the *City* shall be prohibited from proceeding with the vacation. The calculation of each *abutted property's* percentage shall be based on the following:

1. Roads and alleys: the total length of each individual property linear footage abutting the *subject right-of-way* over the total perimeter length of the *subject right-of-way*.
2. Public easements: the square footage of the *subject right-of-way* on each individual property over the total area of the *subject right-of-way*.

12.95.100 Public hearing procedures.

A. The city council shall hold a public hearing on each street vacation pursuant to KMC 12.95.070 and 12.95.080.

B. The city council may continue the hearing if the city council determines that it needs more information on the vacation. If, during the hearing, the city council continues the hearing to a specific time and place on the vacation, no further notice of the hearing need be given.

C. The *department* shall provide an analysis of the requested vacation in relation to the provisions of this chapter and the applicable provisions of the comprehensive plan with a recommendation on the requested vacation.

D. Any interested person may participate in the public hearing in either or both of the following ways:

1. By submitting written comments to the city council by delivering the comments to the city clerk as noted in the public notice prior to the hearing; and
2. By appearing in person, or through a representative, at the hearing and making oral comments directly to the city council.

12.95.110 Criteria for granting street vacation.

A. The decision on a vacation *application* is a legislative determination. The city council may, at its discretion, vacate a *road* or alley or part thereof if it determines that vacation is in the public interest and that:

1. The *subject right-of-way* is not currently necessary for travel or other *road* purposes, nor likely to be in the future;
2. The vacation request takes into account existing *facilities* and other uses into consideration per KMC 12.95.130; and
3. No property is denied access to the public *right-of-way* as a result of the vacation.

B. The city council may consider any other fact or issue it deems relevant when deciding whether to vacate a *road*, alley.

C. If the City Council determines to grant the petition or any part thereof, the city shall be authorized to vacate such *street*, or alley, or any part thereof, and the ordinance may provide that it shall not become effective until the owners of property abutting upon the *street* or alley, or part thereof so vacated, shall compensate the City in an amount which does not exceed one-half the appraised value of the *subject right-of-way*. If the *street* or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city may require the owners of the property abutting the *street* or alley to compensate the city in an amount that does not exceed the full appraised value of the area vacated.

12.95.120 Limitations on vacations.

Vacations of *roads* abutting bodies of water shall be limited and follow the procedures set forth in RCW 35.79.035.

12.95.130 Right to reserve easements.

In vacating a *road* or alley governed by this chapter, the city council may retain an easement or the right to exercise and grant any easements in respect to the vacated land for construction, repair, and *maintenance* of for the following purposes: Construction, repair, and *maintenance* of public *facilities* and services.

12.95.150 Final decision of vacation.

A. Following the public hearing, the city council shall either:

1. Adopt an ordinance granting the vacation, subject to conditions the city council deems necessary; or
2. Adopt a motion denying the vacation.

B. The ordinance may be conditioned as follows:

1. Receipt of monetary compensation pursuant to RCW 35.79.030 and KMC 12.95.170.
2. Receipt of *utility* easements, if any, per KMC 12.95.130.
3. Other conditions deemed appropriate by the city council.

C. Within 14 calendar days of the city council's approval of the ordinance or from the date all conditions of the ordinance are met, whichever comes later, the ordinance shall be recorded by the city clerk in the office of the auditor of the county in which the vacated land is located.

12.95.160 Appraisal reviews.

The *city manager* is authorized to obtain appraisals from qualified, independent appraisal reviewers as part of the *application* review.

12.95.170 Fees and costs.

The *city manager* is authorized to collect fees for the following:

A. Application fee: The cost for reviewing, noticing, and preparing documentation for city council review shall be paid by the *applicant*. Fees shall be as determined by the city council by resolution;

B. Appraisal review cost: The cost for an appraisal review shall be paid by the *applicant*. Cost shall be the direct invoice cost for the appraisal review;

C. Subject right-of-way cost: The cost for the *subject right-of-way* shall be the full appraised value of the *subject right-of-way* area as determined by the *City's* appraisal reviewer, the calculation for each abutting property owner based upon percentage calculations pursuant to Section 12.95.090.

12.95.180 Title to vacated street or alley.

Title of *subject right-of-way* shall be pursuant to RCW 35.79.040.

12.95.190 Vested rights not affected.

No vested rights shall be affected by the provisions of this chapter.

12.95.200 City use of revenue.

One half of the revenue received by the *City* as compensation for the vacated *right-of-way* must be dedicated to the acquisition, improvement, development, or related *maintenance* of public open space or transportation capital projects within the *City*.

City of Kenmore

Title 12 Discussion

Summary of Changes Made

| Chapter | Purpose | Major Changes Made |
|---------------------------------------|---|--|
| 12.05 General Provisions | This section covers the general intent of the title, definition of terms used, and general provisions for encroachments into the right of way | <ul style="list-style-type: none"> - All definition within the title were consolidated into this section, - Terms were updated to be consistent within the title, - Encroachments were expanded to personal property. |
| 12.10 Official Street System | Establishes the city's street system | This section was updated to reflect current technology and practices |
| 12.15 Load Restrictions on Streets | Establishes requirements for street closures and load restrictions | <ul style="list-style-type: none"> - Chapter name changed, - Clarified access for school bus and emergency services during closures |
| 12.20 Load Limits on Bridges | Establishes load limits on bridges including enforcement | The west Sammamish River Bridge was deleted |
| 12.35 Rights-Of-Way | Establishes permitted uses of the right-of-way and establishes requirements for obtaining a permit | <ul style="list-style-type: none"> - Added clarification for unimproved right-of-way, - City projects exempted from obtaining a permit, - permit extensions/expiration were clarified, - permit fees were add and existing clarified, - Right-of-Way Use permit types were revised, - insurance/indemnification requirements added, - performance bonds were added. |
| 12.40 Permit System for City Property | Establishes requirements for the private use of city owned real property | <ul style="list-style-type: none"> - Clarified uses that applied to special use permits, - clarified permit extensions, - added permit fees. |
| 12.45 Complete Streets Policy | Establishes the city's complete streets policy and framework | <ul style="list-style-type: none"> - Removed table identifying types of complete street infrastructure, - added ADA guidelines |

City of Kenmore

Title 12 Discussion

Summary of Changes Made

| Chapter | Purpose | Major Changes Made |
|--|--|---|
| 12.50 Road Standards | Establishes the road standards as the design standards for the right-of-way | <ul style="list-style-type: none"> - Added clarification to “minor administrative changes”, - moved definitions to 12.05, - clarified where road standards were applicable, - exempted city maintenance, - clarified variance approvals and fees |
| 12.55 Utilities on City Right-of-Way | Establishes requirements for permitting utilities within the right-of-way | A full rewrite of this chapter |
| 12.58 Wireless Communication Facilities within City Right-of-Way | Establishes permitted uses for wireless infrastructure within the right-of-way | <ul style="list-style-type: none"> - Clarified extensions, - simplified fee language, - added aesthetic/scenic requirements, - added adjustments/relocation of facilities, - added security and safety of facilities, - added abandonment of facilities |
| 12.60 Public and Private Utilities on Real Property | Establishes permitted uses for utilities on city owned real property | <ul style="list-style-type: none"> - Removed references to Seattle King County Dept. of Health, - clarified review process, - clarified when facilities may be installed and agreement expiration, - added fees |
| 12.65 Snow Emergency Routes | Establishes the city’s snow emergency routes | <ul style="list-style-type: none"> - Updated to electronic outreach, - added collector roads to possible emergency routes, - added noticing requirements to schools, - police and fire services. |

City of Kenmore

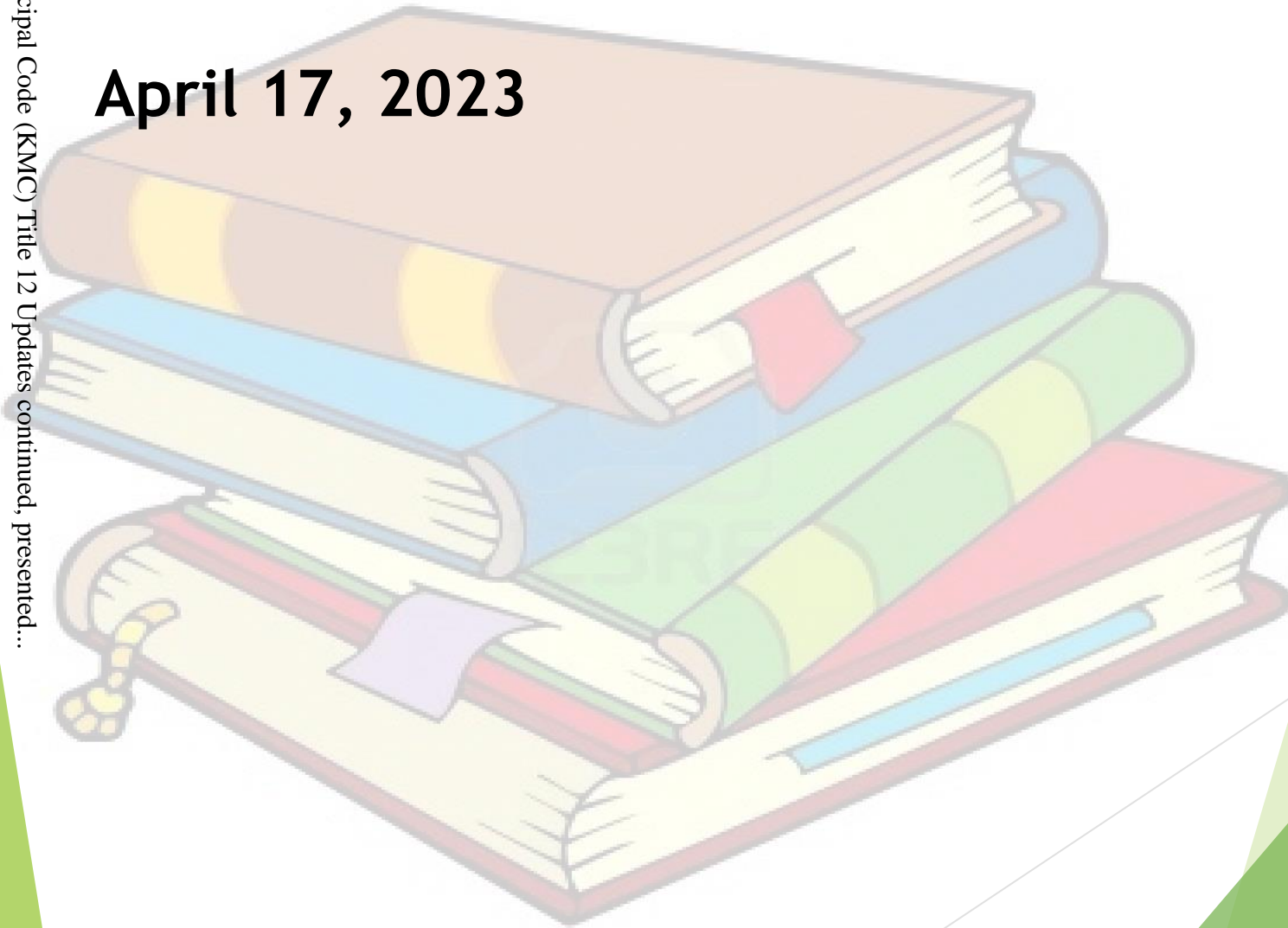
Title 12 Discussion

Summary of Changes Made

| Chapter | Purpose | Major Changes Made |
|--|---|--|
| 12.70 Sidewalks, Planting Strips, and Street Trees | Establishes maintenance requirements for the right-of-way | <ul style="list-style-type: none"> - Clarified “planting strip” definition, - revised sidewalk maintenance and code compliance, - expanded/clarified procedure for sidewalk repair, - clarified vegetation maintenance requirements, - added unimproved right-of-way, - added option for city manager to direct specific areas for city-maintained right-of-way, - added vegetation maintenance enforcement |
| 12.80 Integrated Transportation Program | Establishes the city’s level of service for intersections and the city’s policy for growth management | Renamed roadway classification to align with federal naming structure |
| 12.85 State Route 522 Access Management Program | Establishes access to and from SR522 | <ul style="list-style-type: none"> - Definition terms simplified and some moved to 12.05, - moved excess text from definitions to other area of 12.85. - simplified fees, - simplified permit review, - added appeal process to permit revocation |
| 12.90 Transportation Benefit District | Establishes the Transportation Benefit District | One change to conform to definitions in 12.05 |
| 12.95 Right-of-Way Vacations | Establishes a policy for address the vacation of public streets and alleyways. | This is a new section to Title 12. |

Title 12 Update

April 17, 2023



LAST TIME....

- Overview what Title 12 covers
- Discussed why Title 12 needed updating
- Review of:
 - Chapter 12.05 - General Provisions
 - Chapter 12.10 - Official Street System
 - Chapter 12.15 - Street Closures and Load Restrictions on Streets
 - Chapter 12.20 - Load Limits on Bridges
 - Chapter 12.35 - Rights-of-Way
 - Chapter 12.40 - Permit System for Use of City Real Property
 - Chapter 12.45 - Complete Streets Policy
 - Chapter 12.50 - Road Standards
 - Chapter 12.55 - Utilities on City Rights of Way



Changes...

- ...from previous discussion
 - Chapter 12.35.110 - Rights-of-Way Insurance and indemnification - added option to waive requirement at city manager's discretion.
 - Chapter 12.45 - Complete Streets - reinstated table identifying options and added option to explore other opportunities.

GENERAL CHANGES MADE

- Grammatical corrections/edits
- Consolidation of definitions
- Text moved to more logical locations for better flow
- Defined terms were italicized for consistency with the rest of the KMC
- Renaming of terms to be consistent with other documents
- Renamed title to “Streets, Sidewalks, and Public Spaces”

WHAT ARE WE DISCUSSING TONIGHT?

- Chapter 12.58 - Wireless Communication Facilities within City Rights-of-Way
- Chapter 12.60 - Public and Private Utilities on Real Property
- Chapter 12.65 - Snow Emergency Routes
- Chapter 12.70 - Sidewalks, Planting Strips, and Street Trees

CHAPTER 12.58

WIRELESS COMMUNICATION FACILITIES W/IN CITY ROW

This section

- Authorizes wireless facilities in the right of way
- Establishes permitting and fees for use of right of way

What's changed:

- Extension allowed for up to 2 yrs
- Added aesthetic and scenic considerations
- Added adjustment and relocation requirements

QUESTIONS/COMMENTS ON 12.58



CHAPTER 12.60

PUBLIC AND PRIVATE UTILITIES ON REAL PROPERTY

This section covers

- Grants some authority for utilities on city owned property

What's changed:

- Requires a use agreement
- 10-year limitation on use agreement
- Permit fees added
- Add annual lease fee

QUESTIONS/COMMENTS ON 12.60



CHAPTER 12.65

SNOW EMERGENCY ROUTES

This section covers

- Snow emergency routes and clearing process

What's changed:

- Removed listing of routes in newspaper
- Emergency declarations issued via electronic media

QUESTIONS/COMMENTS ON 12.65



CHAPTER 12.70

SIDEWALKS, PLANTING STRIPS, AND STREET TREES

This section covers

- Establishes rules for maintaining the right-of-way
- Responsibility of adjacent property owners to maintain “planting strip” and sidewalk



CHAPTER 12.70

SIDEWALKS, PLANTING STRIPS, AND STREET TREES

What's changed

- 12.70.030 - Abutting Property Owners (new)
 - Establishes adjacent property owner responsible for expenses of maintenance
- 12.70.040 - Procedure for Sidewalk Construction or Repair
 - Council authorization required to assess fees for sidewalk repair
- 12.70.050 - Right of Way Vegetation Maintenance
 - Added unimproved ROW to requirement
 - Added city maintenance at city manager discretion

CHAPTER 12.70

SIDEWALKS, PLANTING STRIPS, AND STREET TREES

- 12.70.080 - Exemptions from KMC 12.70.030 and 12.70.050
 - Added clarification to exemption - needs to be reasonably accessible.
- 12.70.100 - Right of Way Maintenance - Enforcement (New)
 - Added enforcement for maintenance
 - Code Enforcement per KMC 1-20 if a nuisance
 - PW to perform maintenance if public hazard
 - Property owner gets billed
 - *Last minute changes*: added “Instruction to the owner to trim or remove the vegetation and specify a reasonable time for the trimming or removal of said vegetation”, added ADA accessibility, and did some word smithing.

QUESTIONS/COMMENTS ON 12.70

WHERE

WHAT

WHEN

WHY

HOW

WHO

WHAT'S NEXT

- **May 1st:**
 - Chapter 12.80 Integrated Transportation Program
 - Chapter 12.85 State Route 522 Access Management Program
 - Chapter 12.90 - Transportation Benefit District
 - Chapter 12.95 - Street Vacations (New Chapter)
 - Final discussion

- **May 22nd:**
 - ▶ Adoption of Title 12 ordinance
 - ▶ Adoption of parking removal *ordinance*



FINAL THOUGHTS

